

MASTER DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
HOWARD RANCH

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MASTER DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
HOWARD RANCH

WHEREAS, HOWARD LAND & CATTLE, LTD., a Texas limited partnership, (the "Declarant"), is the owner of certain real property located in Hays County, Texas being described as Phase 1 of the Howard Ranch Subdivision, a subdivision of record under that certain Document No. _____, of the Real Property Records of Hays County, Texas (the "Property"), which Declarant proposes to develop and subdivide for residential purposes; and

WHEREAS, Declarant wishes to adopt this Master Declaration of Covenants, Conditions and Restrictions for Howard Ranch (the "Declaration") (the "Subdivision") and subject the Property to its provisions;

WHEREAS, the purpose of this Declaration is to preserve so far as possible the natural beauty of the Property; to avoid harsh contrasts between structures and landscape; to protect against the erection of poorly designed or disproportional structures or use of unsuitable materials; to encourage and secure the erection of attractive improvements which are harmonious with their sites; and in general, to enhance the environmental quality and economic value of the Property; and

WHEREAS, the Howard Ranch Property Owners Association, has been incorporated under the laws of the State of Texas as a nonprofit corporation, and has been granted powers of administering and enforcing said covenants, restrictions, charges, and liens and disbursing the assessments and charges created in this Declaration; and

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, lines, and charges set forth below; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future Owners of the Property, and in connection therewith, Declarant hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions, liens, charges and easements to apply uniformly to the use, improvement, occupancy and conveyance of all of the Property, including the roads, avenues, streets, alleys and waterways therein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 Architectural Review Board. "Architectural Review Board" or "ARB" shall mean the board created pursuant to this Declaration to review and approve Plans and Specifications for the construction of Improvements upon the Property and having the authority and responsibility delegated thereto by this Declaration.

1.2 Architectural Guidelines. "Architectural Guidelines" attached hereto as Exhibit "B" shall mean the rules and regulations adopted by the ARB, as the same may be amended from time to time.

1.3 Articles. "Articles" shall mean the Articles of Incorporation of the Howard Ranch Property Owners Association, Inc., which have been filed in the office of the Secretary of State of the State of Texas, and as amended from time to time.

1.4 Assessment(s). "Assessments(s)" shall mean assessment(s) levied by the Association and includes both regular and special assessment(s) as provided under the terms and provisions of this Declaration.

1.5 Association. "Association" shall mean the Howard Ranch Property Owners Association, Inc. (sometimes referred to as "POA"), as created and empowered under and in accordance with this Declaration.

1.6 Intentionally Deleted.

1.7 Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.8 Board. "Board" shall mean the Board of Directors of the Association.

1.9 Builder. "Builder" shall mean any professional homebuilder engaged in the business of constructing new homes for sale in the Subdivision. A Builder is also an Owner as defined herein.

1.10 Building. "Building" shall mean a structure, including a residence, having a roof supported by columns or walls.

1.11 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, as the Bylaws may from time to time be amended.

1.12 Common Area. "Common Area" (also known as "Greenbelt") shall mean (a) all portions of the Subdivision designated as common area on the Plat, (b) any and all sites, tracts or parcels of land within the Property designated by Declarant as common areas and conveyed to the Association for the common benefit of the Owners, (c) any drainage facilities (such as culverts), which require maintenance, repair or management by the Owners or the Association, and (d) all Improvements, equipment, and other facilities located on any of the above described properties which are owned, operated, maintained, and/or repaired by the Association.

1.13 Declarant. "Declarant" shall mean Howard Land and Cattle, Ltd., its parent, subsidiaries and affiliates, and their duly authorized representatives, or their respective successors, or assigns; provided, however, that any assignment of the Restrictions and Guidelines, by Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.14 Declaration. "Declaration" shall mean this instrument, as the instrument may from time to time be amended or supplemented.

1.15 Development. "Development" shall mean any construction undertaken by Declarant in the Howard Ranch Subdivision.

1.16 Director. "Director" shall mean a duly elected member of the Board.

1.17 Governmental Authority. "Governmental Authority" shall mean the United States of America, the State of Texas, Hays County, and any other political or governmental subdivision in which the Property is located, in whole or part, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Property.

1.18 Governmental Requirements. "Governmental Requirements" shall mean all laws, statutes, codes, ordinances (including, without limitation, the City of Dripping Springs Lighting Ordinance No. 1260.00 and all development ordinances), rules and regulations of any government authority applicable to the Property and/or the use, enjoyment, operation, maintenance or ownership of the Property.

1.19 Cottage. "Cottage/Accessory Building" shall mean any Improvement located on a Lot which is smaller than the Main House and accommodates habitation for people in guest quarters. Cottage shall also include any Improvements located on a Lot which serves as a studio or office. This may be inhabited by Owners for no longer than five years from the date of acquiring title from Declarant. Only immediate family members or professional caregivers are permitted to reside in Cottages. Guests are permitted to stay in Cottages on a temporary basis, not to exceed thirty (30) calendar days. Use as a rental property is strictly forbidden.

1.20 Improvement(s). "Improvement(s)", as used interchangeably in this Agreement, shall include buildings, dwellings, roads and other structures and all appurtenances thereto of every type and kind, including but not limited to outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, playscapes, tree houses, swing sets, fences, screening walls, retaining walls, stairs, steps, porches, mailboxes, walkways, driveways, decks, landscaping, poles, signs, exterior air conditioning, water softener reservoirs, pumps, wells, tanks, pipes, lines, meters, antennae, aerials, satellite dishes, wind generators, solar collectors, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television and other utilities.

1.21 Howard Ranch/Restriction(s). "Howard Ranch Restriction(s)" or "Restriction(s)" shall mean this Declaration and the deed restriction(s) contained herein, as the same may be amended from time to time, together with the Howard Ranch Property Owners Association Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.22 Howard Ranch Rule(s). "Howard Ranch Rule(s)" shall mean the rule(s) and regulations adopted by the Board, including, but not limited to, the Articles, Bylaws, Architectural Guidelines and Deed Restrictions.

1.23 Lot(s). "Lot(s)" (sometimes referred to as "Homesite(s)") shall mean any parcel or parcels or land within the Property shown as a subdivided lot or homesite on a recorded plat of any portion of the Property, together with all Improvements located thereon.

1.24 Main House. "Main House" shall mean any Improvement located on a Lot which constitutes and serves as the primary single family residence.

1.25 Manager. "Manager" shall mean the person(s), firm or corporation, if any, employed by the Association for management responsibilities pursuant to this Declaration and/or delegated by the Board any duty, power or function of the Association.

1.26 Member. "Member" shall mean any person or entity holding membership rights in the Property Owners Association and shall have the same meaning as "Owner" defined herein.

1.27 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of a Lot given to secure the payment of a debt.

1.28 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.29 Owner. "Owner" shall mean a person or entity including Declarant, holding a fee simple interest in any Lot or Undeveloped Lot, but shall not mean a Mortgagee until and unless any such Mortgagee acquires and owns a fee simple interest in a Lot.

1.30 Landscape Easement. "Landscape Easement" shall mean the landscape easement or easements described herein and granted to the Association and/or Declarant.

1.31 Conservation Easement. "Conservation Easement" shall mean the conservation easement or easements described herein and granted to the Association and/or Declarant.

1.32 Person. "Person" shall mean any individual, corporation, partnership (general or limited), joint venture, trust (or trustee), executor, administrator, guardian, association, estate or other entity having the legal right to hold title to real property.

1.33 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, erection, removal or material alteration of any Improvement on any Lot, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.34 Plat. "Plat" shall mean the map or plat recorded in the Plat Records of Hays County, Texas under Document No. _____ of the Real Property Records of Hays County, Texas, evidencing and providing for the subdivision of the Property known as Howard Ranch Section 1, a subdivision formed in accordance with applicable Governmental Requirements relating to the subdivision of property in Hays County, Texas.

1.35 Creek(s). "Creek(s)" shall mean Onion Creek and any other tributary wet weather creeks bisecting Howard Ranch Subdivision.

1.36 Road(s). "Road(s)" shall mean the roads located in Howard Ranch and providing access to the Lots and ingress to and egress from the Subdivision, as more fully shown and provided for on the Plat.

1.37 Property. "Property" shall mean and refer to all real property located in Phase 1 of the Howard Ranch Subdivision as shown on the Plat and subject to this Declaration.

1.38 Street Side Right(s)-of-Way. "Street Side Right(s)-of-Way" shall mean that part of the right-of-way situated between the edge of pavement of a Road.

1.39 Subdivision. "Subdivision" shall mean the Howard Ranch Subdivision Section 1, the subdivision formed by Declarant pursuant to the Plat.

1.40 Undeveloped Lot(s). "Undeveloped Lot(s)" shall mean any parcel(s) of land in the Subdivision owned by Declarant which is not a Lot.

ARTICLE II

DEVELOPMENT OF THE PROPERTY

2.1 Development by Declarant. Declarant or its transferee may divide or subdivide the Property, designate any portion of the Property to be a separate area, develop all or any portion of the Property and, at Declarant's option, dedicate parts of the Property as Common Areas and/or Conservation Easements or for other purposes for the benefit of the developed areas, in accordance with the Declarant's master plan for the Property. It is contemplated that the Property will be developed pursuant to a master conceptual plan, which may, from time to time be amended or modified, in the sole discretion of Declarant.

2.2 Addition of Land. Declarant, its successors and assigns, shall have the right, at any time and from time to time, to add land to the Property without the consent or approval of Owners of any Lots (other than Declarant), as long as such additions are from all or portions of the property described in Exhibit "A" attached hereto (the "Additional Land"). Declarant shall have the right to add all or a portion of the Additional Land to the Property at any time. The Additional Land, at the date of recordation of this Declaration, has not been final platted, and Declarant reserves the right to amend and/or modify the preliminary plan of the Additional Land in order to obtain final approval from any and all applicable governmental entities. Declarant makes no representations as to the lot count, layout or configuration of the Additional Land. Furthermore, the Additional Land may be annexed into the Property at any time with the consent of two-thirds of the Members of the Association. Such additions/annexations may be accomplished by recording a Supplemental Declaration annexing all or a portion of the Additional Land in the Official Public Records of Hays County, Texas. Upon such additions/annexations, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the Property originally covered by this Declaration. As portions of the Additional Land are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those lands. Additionally, Declarant shall have the right, at any time, and from time to time, to exclude any portion of the Additional Land from potentially being annexed into the Property. In order to exclude any part of the Additional Lands from potential annexation hereunder, Declarant shall be required only to record a notice of exclusion of land in the Real Property Records of Hays County, Texas containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the document number or book and page numbers of the Hays County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the potential for annexation under this Declaration shall no longer apply to the excluded land; and
- (C) A legal description of the excluded land.

2.3. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record a notice of withdrawal of land in the Real Property Records of Hays County, Texas containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the document number or book and page numbers of the Hays County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE III

RESTRICTIONS

All of the Property shall be owned, encumbered, mortgaged, leased, used, occupied, enjoyed, sold and conveyed subject to the following terms, conditions, covenants, and restrictions in this Article III.

3.1 Antennas. Exterior radio or television antennas, or aerial or satellite dish receivers, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television or microwave signals which are intended for cable television, network television reception, internet, cellular telephones or entertainment or business purposes may be erected or maintained only with the prior written approval of the ARB.

3.2 Main House/Guest House. No more than one (1) Main House and one (1) Guest House or Cottage shall be constructed or placed on any Lot. The restrictions and limitations in this Section 3.2 shall not prohibit, restrict or limit the number of other Improvements on a Lot which are appurtenant to any dwelling on a Lot or which are placed on a Lot for any other lawful and permitted purpose, including, without limitation, greenhouses, patios, tennis courts, swimming pools, garages, cabanas, playscapes tree houses, swing sets, fences, screening walls, retaining walls, porches, driveways, decks, air conditioning equipment, water softening fixtures or equipment, exterior lighting fixtures and equipment, and meters. Unless the prior written approval of the ARB is obtained, no Improvement constructed or placed on any Lot shall exceed the height of the Main House on such Lot.

3.3 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located upon any Lot without the prior written approval of the ARB. For purposes of this paragraph, the construction, maintenance and use of a swimming pool upon any Lot which complies with the provisions of Section 3.31 hereof and is ancillary to and connected with the construction and use of a single-family dwelling upon such Lot is deemed to be an acceptable and permitted use under the terms of this paragraph.

3.4 Compliance with and Violation of Provisions of Restrictions. Each Owner shall comply with the provisions of the Restrictions, as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration and shall give rise to the following rights and remedies:

(a) A violation by an Owner, his or her family, guests, lessees or licensees, of the Howard Ranch Restrictions shall authorize the Board to avail itself of any one or more of the following remedies:

(1) The imposition of a "special charge" not to exceed One Hundred Dollars (\$100.00) per violation/per day, to the extent permitted by applicable law;

(2) The suspension of such Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation;

(3) The rights to enter the Property and Improvements, after forty-eight (48) hours notice of the violation, and cure or abate such violation and to charge the expenses thereof, if any, to such Owner; or

(4) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to, attorney's fees and court costs.

Each day a violation continues shall be deemed a separate violation.

(b) The voting rights of an Owner who fails to pay any Assessment authorized or permitted by this Declaration, or a special charge authorized in this Section 3.4 shall automatically be suspended and shall remain suspended until any such Assessment or special charge, including penalty, interest and attorney's fees added to such Assessment as authorized in Article VII hereof, is paid in full.

3.5 Subdividing. No Lot shall be further divided or subdivided nor may any easements or other interests herein less than the whole conveyed by the Owner thereof; provided, however, that if the Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole, all without the approval of the ARB.

3.6 Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the POA, and the surviving or consolidated association shall possess such properties, rights and obligations in the same manner as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restriction established by this Declaration within the Property together with the covenants and restrictions established upon any

other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided. No merger or consolidation of the POA shall be effective without the written consent of Declarant.

3.7 Signs. Declarant and any other person or entity engaged in the construction and/or sale of a residence within the Subdivision shall be permitted to place, during the period of development, construction, sale and resale of houses in the Subdivision, one (1) "For Sale/Builder/Etc." sign of less than six (6) square feet in size. Subcontractors' signs are not allowed. Notwithstanding the foregoing, the appearance and location of all signs must be in compliance with any sign restrictions or requirements adopted by the ARB. Security related signs are permitted. Declarant and the Association may erect signs for any purpose, including marketing, on the Property. No Owner may put "For Sale" signs on any Lot without the consent of Declarant during any time in which Declarant is still selling Lots owned by Declarant.

3.8 Rubbish and Debris. No rubbish or debris of any kind (including weeds, brush or material of any nature deemed to be rubbish or debris by the ARB) shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. The ARB shall determine what constitutes rubbish, debris or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants; and the decision of the ARB shall be final and binding on the parties. Refuse, garbage and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view except for designated trash collection days. In the event that the Owner or permitted occupants of any Lot shall fail to keep, or cause to be kept such Lot or Improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Association may, but shall not be obligated to, enter upon the Property and remove or correct the same at the expense of the Owner of such Lot and such entry shall not be deemed to be a trespass. Burning is permitted only when in compliance with the Hays County Burn Regulations.

3.9 Garbage Containers. The POA shall contract with a licensed trash removal service to serve the garbage collection needs of the Property, with each Owner paying for the service to his or her Lot. No individual contracts between Owners and garbage collectors for trash removal services shall be allowed.

3.10 Nuisances. No noise, light pollution or other nuisance shall be permitted to exist or operate upon any of the Lots so as to be offensive or detrimental to any other of the Lots or to its occupants (other than security devices used exclusively for security purposes).

3.11 Construction of Improvements. No Improvements shall hereafter be constructed upon any portion of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the ARB. The positioning of all Improvements upon Lots within the Property is also hereby expressly made subject to ARB review and approval. The ARB may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any other Lot. The ARB may consider the effect the Improvement will have on the Subdivision as a whole, it being expressly understood that neither Declarant, The POA nor the ARB, in its sole judgement, nor the members thereof, shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from an Owner's Lot or Lots.

3.12 Repair of Buildings. All Improvements upon any of the Lots shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the ARB as to condition shall be final. The Owner shall repair any Improvement if required to do so by the ARB.

3.13 Alteration or Removal of Improvements. The construction or material alteration of any Improvement on any Lot other than normal maintenance, which in any way materially alters the exterior appearance of any Improvement, and/or the removal of any material portion of any Improvement on any Lot shall be performed only with the prior written approval of the ARB.

3.14 Roofing Materials. No highly reflective, white or bright colored roofing materials shall be permitted on any Improvement. The minimum standards for roof shingles shall be dimensional, 30 year shingles or better. Non-glistening metal or tile roofs, including drain gutters, shall be permitted. The ARB shall have the sole discretion and right to approve or reject in writing all roofing materials to be used on any Improvement and a failure or refusal to approve is a rejection.

3.15 Liability of Owners for Damage to Conservation Easement. No Owner shall in any way alter, modify, add to or otherwise perform any work in the Conservation Easement, including, but not limited to, trees and landscaping, without the prior written approval of the Declarant or the ARB, except that each Owner shall be responsible for upkeep and maintenance of their Street Side Right-of-Way adjacent to their Lot. Each Owner shall be liable to the Association for any and all damages to (i) the Conservation Easement, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the POA, which damage is caused by the neglect, misuse or negligence of such Owner any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectible in the same manner as provided in Article VII hereof, including but not limited to foreclosure of such lien.

3.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the ARB; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the ARB. Notwithstanding any provision herein to the contrary, Declarant and the POA are hereby exempt from compliance with this Section 3.16.

3.17 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the ARB. All drainage structures under private driveways shall be constructed out of concrete or rock and have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Metal drainage structures or culverts under driveways are not permitted. All drainage structures shall be subject to the approval of the ARB. Owners are responsible for the construction, upkeep and repair of drainage structures or culverts under their driveways, regardless if such structure is located in a Street Side Right-of-Way.

3.18 Creek Obstructions. No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across any Creek adjoining or

running through any Lot in the Subdivision, except by Declarant or by the POA with the approval of the ARB. No pumping, piping or diverting of water from any Creek within the Subdivision shall be allowed without the prior consent and/or approval of the ARB.

3.19 Filling, Cutting and Slope Control. The ARB shall carefully review all proposed Improvements which will be placed on Lots with slopes exceeding twenty (20%) percent, and all filling and cutting of the terrain on such Lots shall be kept at a minimum. The ARB may require "pier and beam" type foundations for the Improvements on such Lots in lieu of standard "slab on grade" foundations if, in its sole discretion, the ARB so elects.

3.20 Solar Equipment. All usage of solar equipment must be approved in writing by the ARB. Solar collectors shall not be permitted to be installed upon any Improvements on any Lot in a fashion that would cause a glare to adjoining Lots or detract from the design of the structure.

3.21 Hazardous Activities. No activities shall be conducted or allowed to exist on any Lots and no Improvements shall be constructed on any Lot that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, activities that are expressly prohibited include (1) any activities which may be offensive or hazardous by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, or (2) the discharge or leakage of any type of hazardous or toxic chemical or material, provided, however, materials and activities that are customarily used for rural residential purposes, including construction of houses shall be allowed on the Lots. Additionally, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or well contained fire pit and only if such fire is attended at all times and extinguished after use. No bon fires are permitted.

3.22 Temporary Structures. No tent, shack, mobile home, trailer, or other temporary building, improvement, or structure shall be placed upon the Property, without the prior written approval of the ARB; provided, however, that temporary structures necessary (i) for the storage of tools and equipment and (ii) for office space for architects, builders, and foremen during actual construction or a residence and temporary structures necessary for providing office space for builders and their representatives to market residences to prospective purchasers may be maintained with the prior approval of the ARB, such approval to include the nature, size, duration, and location of each structure.

3.23 Mining and Drilling. No portion of any Lot shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, water, rocks, stones, sand, gravel, aggregate, or earth, or for any mineral development or production activities at any time. This restriction shall not apply to the removal or deposit of rocks, stones, sand, gravel, aggregate, or earth as necessary in connection with the construction of any Subdivision improvements such as streets, sidewalks, curbs, gutters, drainage systems or utilities or as may otherwise be required in connection with the construction of any Improvements approved by the ARB. Declarant, and/or any utility company owned, controlled or authorized by Declarant, shall have the exclusive right to drill or approve of the drilling of additional water well or wells within the Howard Ranch Subdivision (including the placement of surface equipment) to any depth and capture any quantity of water it deems necessary for the operation of its business or those Owners given approval from the Declarant. This right is assignable by the foregoing entities and the Association shall acknowledge any such assignment

when presented. Should existing water wells exist thereon, it may be used for landscaping/irrigation purposes of property of the Howard Ranch Subdivision only.

3.24 Unightly Articles; Vehicles. The intent of this section is to prohibit the view of unsightly articles and unsightly vehicles (as deemed such by the ARB) located on any Lot. No article deemed to be unsightly by the ARB shall be permitted to remain on any Lot so as to be visible from adjoining Property or the Roads. Without limiting the generality of the foregoing, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or completely screened from view and no repair or maintenance shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single-family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles. (400 square feet) Lot owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked after dark or overnight on any of the Roads within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from any view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.25 Mobile Homes, Travel Trailers, Cattle Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers, cattle trailers, or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining Property or public or the Roads for more than forty-eight (48) hours unless granted a variance. The Property, shown as Lot 29 of Block B on the approved Preliminary Plat for the remainder of Declarant's Land has a manufactured home located on the proposed lot. Notwithstanding any provision to the contrary as stated herein, the manufactured home and all existing improvements located on proposed Lot 29 shall be permitted to remain on such lot even after addition of the lot to the Declaration.

3.26 Fences. No fence, of any sort, shall be constructed on any Lot without the ARB prior written approval. The ARB may be strict in the allowing or disallowing fences in proximity of Onion Creek or below bluff lines. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to and approved in writing by the ARB. The ARB may, in its discretion, prohibit the construction of any fence, or specify the materials of which any fence must be constructed, or require that any other proposed fence be screened by vegetation. This Restriction does not apply to Declarant, the POA, nor to any existing fences on the Property.

3.27 Restrictions Against Unlicensed Vehicles. No unlicensed vehicles, including but not limited to 3-wheelers, 4-wheelers, or go-karts, shall be allowed to be driven upon the Property, including the Roads. Golf carts with tall caution flags are permitted. No motorized vehicles, licensed or unlicensed, shall be allowed to be driven or parked on any Undeveloped Lot(s) or the Conservation Easement except paved roads or designated parking area(s). Declarant, its contractors, maintenance vehicles, and emergency vehicles are exempt from this Section.

3.28 Animals-Household Pets. No animals, including pigs, poultry, fowl, wild animals, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept,

maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, through noise or otherwise, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the ARB, shall be reasonably designed and constructed to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. In no event shall Pit Bulls or other vicious or dangerous animals be allowed on the Property. Dangerous reptiles such as Boa Constrictors, poisonous reptiles such as snakes, or others that would be considered unsafe are not permitted. No kennel operations will be permitted. A maximum of four (4) pets will be permitted unless a variance is obtained.

3.29 Landscaping. It is the intent of this Declaration to recognize, utilize and supplement the existing landscape and visual resources by retaining the natural character of the site with its rolling terrain and clusters of trees. It is the further intent to structure a viable introduced landscape, ensuring consistent quality and providing for visual harmony through color and textural variety. No fences, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersection streets and a line connecting such curb lines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level. Anything herein to the contrary notwithstanding, the ARB may allow a ten (10) foot setback from a side street if the ARB, in its sole discretion, so elects. No tree (other than mountain juniper, commonly known as cedar) having a trunk with a diameter of six (6) inches or larger, measured at 48" above ground level shall be removed from any Lot without the consent of the ARB

The tree disease caused by the fungus *Ceratocystis fagacearum*, commonly known as Oak Wilt, is present on Property in the proximity of Howard Ranch and in much of the Texas Hill County. Both red oaks and live oaks are susceptible to Oak Wilt and the disease has been diagnosed in more than sixty (60) Texas counties. The fungus spreads through the common root system of oaks. Existing trees shall be pruned and treated for diseases and insects in keeping with good arboricultural practice as deemed by the ARB. Owners must cooperate with the POA to control any tree disease present on Owner's Lot. In the event a tree larger than a ten (10) inch caliper, but smaller than sixty (60) inches in circumference, is removed or destroyed, the Owner of the Lot from which such tree was removed or destroyed will replace that tree with at least three (3) hardwood trees of a minimum three (3) inch caliper or seven (7) inch circumference. This Restriction does not apply to Declarant or the POA.

3.30 Maintenance of Lawns, Plantings and Improvements and Street Side Rights-of-Way.

(a) In the event the Owner of any Lot shall fail to maintain such Lot, that portion of the Street Side Right-of-Way along the Lot, and the Improvements situated thereon in a neat and orderly manner, the POA, acting on its own or through the ARB, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of the Owner.

(b) The Owner of a Lot which includes a Conservation Easement shall maintain the Conservation Easement and keep free of weeds and debris and, if the Owner shall fail to do so, the POA shall have said area maintained at the expense of the Owner. Anything to the contrary contained in this paragraph notwithstanding, all Conservation Easement maintenance performed by an Owner, or by the POA, shall be performed in accordance with all pertinent and specifically applicable regulations and the ordinance of the appropriate governmental entity, with full agreement from the ARB.

(c) All plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. Declarant, the POA and the ARB shall have the right, at any reasonable time, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided herein.

(d) The POA shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Association shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at anytime.

3.31 Swimming Pools. Moveable above ground swimming pools are strictly prohibited, excluding small "kiddy pools" that may be placed temporarily in the rear yards. All swimming pools must be in a fenced enclosure surrounding the swimming pool or access to that portion of the Lot upon which the swimming pool is located must be restricted with lockable access by fencing of adequate height. Such fence is to be approved by the ARB.

3.32 Main House Sites. Unless requirement is expressly waived in writing by the ARB, any Main House constructed on a Lot must have an enclosed living space of not less than twenty three hundred (2,300) square feet, exclusive of open and closed porches, decks, terraces, patios, balconies, driveways and garages for single story homes, and twenty seven hundred (2,700) square feet for two story homes. This requirement will only be waived by ARB in circumstances where the Property or other characteristics of a Lot do not reasonably enable compliance with this requirement. This shall not apply to any residence or Building existing prior to the date of the original Declaration.

3.33 Guest House Sites. Unless requirement is expressly waived in writing by the ARB, any Cottage or Guest House constructed on a Lot must have an enclosed living space of not less than four hundred (400) square feet, exclusive of open and closed porches, decks, terraces, patios, balconies, driveways and garages. This requirement will only be waived by the ARB in circumstances where the Property or other characteristics of a Lot do not reasonably enable compliance with this requirement. This shall not apply to any residence or Building existing prior to the date of the original Declaration.

3.34 Masonry Construction. There is no specific requirement for masonry construction. Brick, natural stone and stucco shall be considered in the context of the particular architectural design sought. The decision of the ARB as to what materials will be required shall be final and binding on all parties.

3.35 New Materials. Only new materials or select grade reclaimed materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the ARB.

3.36 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot. No pre-constructed, prefabricated or existing building or structure may be moved onto any portion of the Property without the prior written approval of the ARB.

3.37 Construction Standards. All construction must conform to plans and specifications approved in writing by the ARB. The criteria considered by the ARB may include, but shall not be limited to, whether the Plans and Specifications demonstrate that the improvement proposed would preserve the quality and atmosphere of the Property and not materially detract from the view or value of adjacent Lots. Once commenced, construction shall be diligently pursued to completion in order that Improvements not be left in a partially finished condition any longer than is reasonably necessary.

3.38 Unfinished Improvements. No Improvements shall remain unfinished for more than one (1) year after the same has been commenced, unless prior written approval from the ARB has been received.

3.39 Improvement Location: Minimum Yards. Notwithstanding the general setback requirements set forth herein as to location of Improvements upon any Lot, it is the intention of Declarant to establish the importance of locating such Improvements in order to preserve existing natural trees, vegetation and topography to the greatest extent possible and practicable. The ARB shall be specifically empowered to require or grant variances with respect to such setback requirements in accordance with the review procedure set forth herein, so long as the resulting location of the Improvements will not encroach upon any other Lot, utility easement or public right-of-way. In connection therewith, minimum yard and set-back requirements may be set by the ARB or Declarant in excess of those set forth above or those shown on any plat of the Subdivision through a Supplemental Declaration in order to maximize open areas, pedestrian, and vehicular movement, to preserve views from other Lots and to benefit the overall appearance of the Subdivision.

3.40 Setback Requirements. No Building shall be located on any of the Lots nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the Plat as it pertains to such Lot or Lots. In any event, no Building shall be located nearer than thirty (30) feet from the front line, or nearer than ten (10) feet from any side Lot line, or nearer than thirty (30) feet from any rear Lot line, on interior Lots and ten (10) feet on corner Lots along the street side. The ARB shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring properties and Lots. The ARB shall be entitled to review and modify the setback requirements for cul-de-sac Lots and/or any other Lots designated at any time by Declarant for which compliance with the foregoing setback requirements might be difficult or impossible

3.41 Rentals. Nothing in this Declaration shall prevent the rental of an entire Lot and the Improvements thereon by the Owner thereof for residential purposes, on either a short or long-term basis. In such event, both Owner and tenant shall be responsible for compliance with this Declaration and all Howard Ranch rules. No Lot, including Improvements on a Lot, may be leased to more than four (4) adults at any one time.

3.42 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of signs or similar activities; provided,

however, that such construction is to be pursued to completion with reasonable diligence. Any mud, rocks or other debris which are tracked onto the Roads and Street Side Rights-of-Way from a Lot where Improvements are under construction shall be immediately cleaned up by the responsible Owner. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions may be granted by the ARB; provided, however, that such waiver shall be only for a reasonable period of such construction.

3.43 No Warranty of Enforceability. While Declarant has no reason to believe that any of the Restrictions are or may be invalid or unenforceable for any reason to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability or lack of enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold Declarant harmless there from.

3.44 Identification of Lots. Each Owner shall post the street address number for each single-family residence located on a Lot in a manner and location approved by the ARB.

3.45 Fuel Tanks. No butane, propane gas or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustible fuel shall be placed or maintained on any Lot unless expressly authorized in writing by the ARB. Declarant and Association may store fuel for the operation and management of the Property.

3.46 Prohibited Activities. No professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that model homes and/or sales offices may be constructed and maintained by the Declarant, its successors and assigns, or Builders, in connection with the development of and the construction and sale of houses and Lots in the Subdivision. Subject to the prior written consent of the ARB, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's Main House or Cottage so long as, in the sole and absolute discretion of the ARB, activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood.

3.47 Driveways and Garages. All driveways shall be constructed of concrete, cobblestone, pavers or masonry and shall be subject to written approval by the ARB. No dirt or asphalt driveways shall be permitted. Garages may be either detached or attached. All Front entry garages are prohibited, unless the topography, front building width, or tree location on a particular lot dictates that a front loaded or front-swing loaded garage be employed, in which case, the ARB shall be free to grant a variance to the Owner of such Lot allowing for the construction of a front-loaded or front swing loaded garage. In all such cases, front-swing loaded garages shall be preferable over front entry garages. The ARB, at its sole discretion may require these doors to be carriage type wood, etc.

3.48 Window Materials. All windows on all Improvements in the subdivision shall utilize only clear or lightly tinted, non-reflective glass.

3.49 Hunting. No hunting shall be permitted or firearms discharged on the Property.

3.50 Septic Systems. All septic tank and soil absorption sewage disposal systems shall be constructed in accordance with the minimum requirements of the division of Sanitary Engineering of the Texas State Department of Health in conformity with the restrictions outlined on the recorded plat of the Subdivision and Howard Ranch rules, and shall be inspected by a duly

authorized agent of the Hays County Health Department, and, if required by the ordinances, by any pertinent and specifically applicable governmental or quasi-governmental entity. Written certification by the inspecting authority that the system complies with applicable requirements shall be presented to the ARB by the Owner of a Lot prior to occupancy of the premises.

3.51 Mailbox. Owner shall construct a mailbox on each Lot as determined by the ARB and in cooperation with the U.S. Postal Service.

3.52 General Use Restrictions. The Property shall be improved and used solely for single-family residential use, for Conservation Easements, and for other permitted uses. Conservation Easements may, subject to the approval of Declarant or the POA, in their sole and absolute discretion, be improved or landscaped and used for active and passive recreational and entertainment purposes as well as any other authorized purpose. Under no circumstance, may any improvements be constructed on that portion of the Conservation and/or Landscape Easements. Declarant may, in his sole and absolute discretion, permit other Improvements and uses. Declarant has the right to dedicate Conservation/Landscape/Utility and Sanitary easements in connection with any utility serving the Subdivision. Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the right to continue to use any Undeveloped Lot and maintain the use of any existing Improvements thereon as is currently being used, or otherwise.

3.53 Building Height. No Improvement greater than thirty-five (35) feet in height may be constructed on the Property or any Lot within the Property without the prior written approval of the ARB. For purposes of this paragraph, height shall be measured from the highest point of the foundation to the highest point of the ridgeline of the roof of the proposed Improvement. Notwithstanding any provision herein to the contrary, Declarant, may, but shall not be obligated to, establish separate and more restrictive height restrictions and requirements applicable to one or more Lots within the Property to preserve and maintain overall aesthetic appearances of the Subdivision and Improvements therein, and such height restrictions and requirements shall control over the height restrictions set forth in the body of this Declaration, provided the height restrictions to such Property or Lots is filed of record prior to or as part of the conveyance of the Property or Lots by Declarant.

3.54 Livestock. Livestock will not be permitted unless specifically granted in a variance.

3.55 Governmental Requirements. Owners will comply with Governmental Requirements at all times in their use and enjoyment of the Lots and the Property.

ARTICLE IV

COMMERCIAL TRACTS

4.1 Commercial Tracts. Each Owner acknowledges that certain property owned by Declarant is intended to be used for commercial purposes (the "Commercial Tracts"). The Commercial Tracts may be platted separately or with other portions of Declarant's property that gets annexed into these Restrictions. Each Owner acknowledges that the Commercial Tracts owned by Declarant are expressly exempt from the Restrictions or any other limitation, requirement or restriction imposed by this Declaration. Declarant or any owner or lessee of all or part of Commercial Tracts will likely conduct commercial, retail, office, administrative, or any other legal activities, on the Commercial Tracts. Declarant and its successors and assigns shall

have sole and absolute authority over how and when to use the Commercial Tracts without any input or control being imposed by the Owners.

ARTICLE V

ARCHITECTURAL REVIEW BOARD

5.1 Membership of Architectural Review Board.

(a) The ARB shall consist of not less than one (1) and not more than three (3) voting Members ("Voting Members"), or non-members, if appointed by Declarant, and such additional non Members serving in an advisory capacity ("Advisory Members") as Declarant, its successor or assigns deems appropriate. The initial voting members of the ARB shall be Erik Howard, _____, and _____.

(b) The ARB shall consider and is authorized to act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The ARB shall review Plans and Specifications submitted for its review and such other information as it may require relating to the provisions of this Declaration or to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The ARB shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein and the decision of the ARB shall be final and binding so long as it is not in conflict with these Restrictions and is made in good faith. The ARB may hire consultants, including engineers and architects, to assist it in its duties hereunder. The ARB, and its agents and employees, shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes, regardless of the hiring by the ARB of any consultants to assist it in its duties hereunder.

5.2 Action by ARB. Items presented to the ARB shall be decided by majority vote of the Voting Members. The ARB's approval shall not be unreasonably withheld or delayed.

5.3 Advisory Members. The Voting Members may from time to time designate Advisory Members.

5.4 Term. Each member of the ARB shall hold office until such time as he or she has resigned or has been removed and his or her successor has been appointed as provided herein.

5.5 Declarant's Rights of Appointment. Declarant, its successors or assigns, shall have the right to appoint and remove all members of the ARB. Declarant may delegate this right to the POA or Board by written instrument, thereafter, the such body shall have the right to appoint and remove all members of the ARB.

5.6 Adoption of Rules. The ARB may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including, but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at it's sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

5.7 Review of Construction, Alteration or Removal of Improvements.

(a) Whenever in this Declaration the approval of the ARB is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are considered to be relevant. Except as otherwise specifically provided herein, prior to the commencement of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the ARB, and such construction thereof may not commence unless and until the ARB has approved such Plans and Specifications in writing. The ARB shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the ARB, including the inspection of construction in progress to assure its conformance with the Plans and Specifications approved by the ARB. The ARB may review Plans and Specifications submitted for its review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the ARB of any information or document deemed necessary by the ARB, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features so as to be incompatible with residential development within the Property. The ARB shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the ARB shall not be binding, so long as it is made in good faith. The ARB shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, with respect to structural safety, engineering soundness, or conformance with building or other codes.

(b) Any Plans and Specifications which are not acted upon within thirty (30) calendar days after they have been submitted to the ARB shall be deemed to have been approved by the ARB. This approval shall not apply to any situation in which the ARB notifies the submitting party that its submission is somehow incomplete or in cases where the ARB make a request for additional information with respect to those Plans and Specifications.

(c) Any party requesting approval of a set of Plans and Specifications for use with a particular Lot shall submit a site plan showing the position of all improvements on the Lot, a tree survey, and brick, mortar and exterior trim colors or samples as a part of those Plans and Specifications. The party submitting such plans shall be required to point out to the ARB, and the ARB shall have the right to review and approve, any material changes to or deviations from any previously approved set of Plans and Specifications. The ARB shall have the right to prevent the construction of any improvements which have, in the ARB's sole opinion, material changes to or deviations from any previously approved set of Plans and Specifications.

(d) The ARB may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including, but not limited to, restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when in the opinion of the ARB, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or septic considerations, or unusual circumstances. All variances must be evidenced in writing, in recordable form, and must be signed by at least a majority of the Voting Members of the ARB. If a variance is granted, no violation of the covenants, conditions,

or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular Property and in the particular instance covered by the variance.

5.8 Nonconforming or Unapproved Developments The ARB may, with the prior approval of the Board, require any Owner, at Owner's sole expense, to restore such Owner's Lot to the condition existing prior to construction, alteration or removal of any Improvement or landscaping thereon, including without limitation the demolition and removal of any unapproved or nonconforming Improvement or landscaping, if such Improvement or landscaping was constructed or altered in violation of this Declaration. In addition, the ARB may, with the prior approval of the Board, but has no obligation to, cause such restoration, demolition and removal of any such Improvement or landscaping, and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such unapproved or nonconforming Improvement or landscaping was constructed or altered.

5.9 Actions of the ARB The ARB may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the ARB. In the absence of such designation, the vote of a majority of the members of the ARB, taken with or without a meeting, shall constitute an act of the ARB.

5.10 No Waiver of Future Approvals The approval or consent of the ARB to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ARB shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.11 Architectural Guidelines for Building at Howard Ranch The ARB has promulgated a set of Architectural Guidelines attached as Exhibit "B" and incorporated herein not in conflict with this Declaration for building and developing in the Subdivision which shall be general in nature and may be amended from time to time by the ARB. Each Owner will be required to comply with the Architectural Guideline's in the construction of Improvements on a Lot.

5.12 Integrated Pest Management Plan for Howard Ranch The ARB has promulgated an Integrated Pest Management Plan ("IPM Plan") attached as Exhibit "B-1" and incorporated herein not in conflict with this Declaration for pest management within the Subdivision which shall be general in nature and may be amended from time to time by the ARB. Each Owner will be required to comply with the terms stated in the IPM Plan.

5.12 Work in Progress The ARB, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

5.13 Non-liability of ARB and Declarant Neither the ARB, nor any Member thereof, nor the Board, nor any Member thereof, nor the Declarant and its officers, directors and partners, shall be liable to the Association or to any Owner or any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the duties of the ARB, the Board or Declarant, respectively, under this Declaration, unless due to the willful misconduct of the ARB or its Members, the Board or

its Members, or the Declarant or its officers, directors and partners, as the case may be. Neither the ARB, nor any Member thereof, nor the Board, nor any Member thereof, nor the Declarant and its officers, directors and partners, shall be liable to any Owner, or to any other Person, due to the construction of any Improvement within the Property or the resultant obstruction of the view from such Owner's Lot or Lots, or any other result of such construction or Improvement.

5.14 Submission of Final Plans and Specifications. The final Plans and Specifications shall be submitted in duplicate to the ARB in care of:

Howard Ranch Property Owners Association, Inc.
Architectural Review Board
Attn: Erik Howard
23255 FM 150 West,
Driftwood, Texas 78619

or such other address as may be designated from time to time by the ARB.

5.15 Fees. The ARB shall have the right to establish and collect a reasonable fee for each set of Plans and Specifications submitted for review. The initial fee shall be \$500.00 for review of submitted documents, in total. In addition, a fee may be charged to consider requests for variances or additional submissions required for non-compliance or incomplete submissions. This amount of which shall be determined by the ARB but will not be less than \$100 for variances and not less than \$200 for incomplete submissions.

ARTICLE VI

THE PROPERTY OWNERS ASSOCIATION

6.1 Organization. The Association is a Texas non-profit corporation created, or to be created, by Declarant for the purposes, and charged with the duties and vested with the powers, prescribed by law and as set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration; if an inconsistency exists, this Declaration shall control.

6.2 Powers and Authority of the Association. Subject to such limitation and restrictions as are set forth in this Declaration, the Articles and Bylaws, the Association shall have the powers of a Texas non-profit corporation, including, but not limited to, all powers provided under the provisions of the Texas Non-Profit Corporation Act, as amended from time to time, or any successor act or statute. It shall further have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Specifically, the Association shall obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

6.3 Indemnification.

(a) Indemnification. To the fullest extent permitted by applicable law, as the same exist or as they may hereafter be amended (but, in the case of any such

amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a Director shall not be liable to the POA for monetary damages, or otherwise, for an act or omission in the Director's capacity as a Director. Any amendment of the Bylaws shall be prospective only and shall not adversely offset any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition, the POA shall be entitled to indemnify its Directors, officers, employees and/or Members, the property manager (and its constituent partners and their respective directors, officers, employees, shareholders and/or members) and others acting on the POA's behalf, including, without limitation, members of the ARB or other similar committees and any third-party agents and contractors, to the fullest extent allowed by applicable law. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, ARB, or employee of the Association (the "Indemnified Party or Parties") against reasonable expenses to be paid directly and as actually and reasonably incurred (including attorney's fees, judgments, fines and amounts paid in settlement, including interest, costs and expenses) by the Indemnified Party in connection with such action, suit or proceeding if it is found and determined by the Board or a Court of Law that the Indemnified Party 1) acted in good faith and in a manner the Indemnified Party reasonably believed to be in, or not opposed to, the best interests of the Association or 2) with respect to any criminal action or proceeding, had not reasonable cause to believe the Indemnified Party's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *Nolo Contendere* or its equivalent, shall not of itself create a presumption that the Indemnified Party did not act in good faith or in a manner which the Indemnified Party reasonably believed to be in, or not opposed to, the best interests of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnified Party's conduct was unlawful.

Furthermore, without limiting the foregoing in any way, the Association does hereby agree to INDEMNIFY AND HOLD HARMLESS and does hereby INDEMNIFY AND HOLD HARMLESS the Indemnified Parties, jointly and severally, from any and all claims, debts, demands, liabilities, damages, defenses, counter-claims, cross-claims, third party actions, offsets, actions, judgments and causes of action, whether in contract, tort or equity, of whatever nature or character, both known and unknown, whether held or accrued in the past, present or to accrue in the future, including reasonable attorneys fees and expenses incurred, which may hereafter be asserted by any Person, firm, corporation or other entity, arising out of or in any way related to or connected with, directly or indirectly, any act or omission committed by the Indemnified Party in such Indemnified Party's official capacity as a director, officer, ARB Member, employee. This indemnity provision applies even if such claims, debts, demands, liabilities, damages, defenses, counter-claims, cross-claims, third party actions, offsets, actions, judgements and causes of action were caused in whole or in part by any obligation, act, omission, negligence, breach of contract, misconduct, violation of statutory or common law, breach of warranty, product defect, or conduct of any type by such Indemnified Parties.

(b) Not Covered Owner and Member Obligations. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a general obligation of the Association; provided, however, that nothing contained in this Article VI shall be deemed to obligate the Association to indemnify any Member or Owner, who is not the Declarant, who is or has been director, officer, committee Member or non-

compensated agent of the Association, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the restrictive covenants as a Member of the Association or Owner of a Lot covered thereby.

(c) Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.

6.4 Votes in the Association. The Association shall have two (2) classes of voting memberships:

(A) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds such interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

(B) Class B. The Class B Member(s) shall be the Declarant, and its successors and assigns, and shall be entitled to Sixty-three (63) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

- (1) The complete development of the Property and the land described "B" attached hereto;
- (2) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (subject to reversion back to Class B membership upon annexation of additional land); or
- (3) Thirty (30) years from the filing date hereof in the Official Public Records of Hays County, Texas.

ARTICLE VII

ASSESSMENTS

7.1 Assessments. Assessments may be established by the Declarant up to one (1) year after recording of any final plat of the Subdivision, or by the Board, pursuant to the provisions of this Article VII and shall be levied on a uniform basis against each Lot within the Property, subject to the limitations and exceptions as contained herein. The amount of the Assessments shall be determined in accordance with the provisions of this Declaration. The Board may maintain a reserve fund and require each Owner to maintain on deposit in such fund an amount equal to two (2) monthly assessments, which may be collected at the closing of a Lot.

Notwithstanding the foregoing, the Assessments provided for herein shall not, without the consent of the Declarant, apply to Lot(s) or Undeveloped Lot(s) owned by Declarant, as long

----- as-owned-by Declarant; however, upon any sale of such Lot(s) by Declarant, to a third party, then such Assessments thereafter shall thereupon be applicable to such Lot(s).

Each unpaid Assessment(s), together with such interest thereon and costs of collection thereof, as hereinafter provided, is the personal obligation of the Owner of the Lot(s) against which the Assessment(s) is due, and is secured by a continuing lien against the Lot(s) and all Improvements thereon. The Association may enforce payment of such Assessment(s) in accordance with the provisions of this Article.

7.2 Funds. The Declarant shall establish one or more funds into which all monies paid to the Property Owners Association shall be deposited and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association shall be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.3 Regular Annual Assessment. Prior to the beginning of each fiscal year, the Board or the Declarant, initially, shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to, the cost of taxes, insurance, maintenance of roadways, rights-of-way, easements, median strips, sidewalks, paths and trails, the cost of maintaining, operating, lighting, watering, landscaping, providing underground utilities, and any Improvements thereon, the cost of enforcing this Declaration, the cost of management of the Subdivision and any contractual obligations related to such management, the cost of providing a fund for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior years' fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of the Assessment set by the Board or, initially, Declarant, shall be final and binding, so long as it is made in good faith. If the sums collected pursuant to such levy prove inadequate for any reason, including non-payment of any individual Assessments, the Association may, at any time and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments, or in such other manner as the Board may designate in its sole and absolute discretion. Notwithstanding the foregoing, each Owner, excluding Declarant, shall pay an Assessment to the Association at the rate of Forty One and 67/XX Dollars (\$41.67) per calendar month per Lot, prorated, beginning on the first day following such Owner's acquisition of title to his Lot or Lots, which rate shall continue until changed by the Association as herein provided. Upon the purchase of each Lot from Declarant, the purchasing homebuilder or other purchaser shall be required to make a one time contribution of Four Hundred Dollars (\$400.00) to Declarant to pay the expenses associated with forming and starting up the POA. At the closing of the acquisition of any Lot from the Declarant, any other developer thereof, or any Builder, the party acquiring such Lot shall pay a one-time processing/transfer fee of One Hundred Fifty Dollars (\$150.00). In no event shall the regular annual Assessment per Lot for year 2004 exceed the sum of Six Hundred Dollars (\$600.00). Thereafter, the regular annual Assessment hereunder shall not be increased by more than ten percent (10%) above the maximum annual Assessment for the preceding calendar year without an affirmative vote of two-thirds (2/3) of the Owners of the Association who are voting in person or by proxy, at a meeting duly called for such purposes.

7.4 Builders Assessment. Whenever any Lot is initially conveyed by Declarant to a Builder, the Builder shall pay the Association a Builders Assessment of Five Hundred Dollars (\$500.00)/Lot. Such Builders Assessment shall relieve the Builder from paying Regular Annual Assessments as described herein for a period of twelve (12) months from the date the Builder acquires the Lot. In the event the Builder continues to own such Lot after said twelve (12) month

period, then the Builder shall be responsible for paying Regular Annual Assessments as set forth above. Builders shall remain responsible for the Assessments set forth in Section 7.5 and 7.6, below.

7.5 Assessment Benefiting Specific Areas. The Association shall also have authority to levy Assessments against Lots located in specific locations (e.g. Conservation Easements) and Improvements to be expanded for the benefit of such Lots so assessed. The Assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each parcel of land or Improvement need not be equal.

7.6 Special Assessments. In addition to the Regular Annual Assessments provided for above, the Declarant or the Board, as the case may be, may levy Special Assessments whenever in the Declarant's/Board's opinion such Special Assessments are necessary to enable the Declarant/Board to carry out the functions of the Association under the Howard Ranch Restrictions. The amount of any Special Assessments shall be at the reasonable discretion of the Declarant/Board. Notwithstanding the foregoing, any Special Assessment in excess of One Thousand Dollars (\$1,000.00) per calendar year per Lot shall be approved by the affirmative vote of two-third's (2/3's) of Owners who are voting at a meeting duly called for such purpose, who are entitled to vote in accordance with the Bylaws.

7.7 Owner's Personal Obligation for Payment of Assessments. All Assessments provided for herein shall be the personal and individual debt owing to the Association by the Owner of the Lot covered by such Assessment(s). In the event of joint ownership or ownership as tenants-in-common by more than one (1) Person of any Lot covered by such Assessments, such personal obligations shall be joint and several for each of said Owners. No Owner, except Declarant, may exempt himself/herself from liability for such Assessments, and in the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at a rate per annum equal to the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest lawful rate, at the rate per annum of eighteen percent (18%), together with all costs and expenses of collection, including reasonable attorney's fees and court costs.

7.8 Assessment Lien and Foreclosure.

(a) To the extent permitted by applicable Governmental Requirements, the payment of the Assessments levied in accordance with this Declaration against each Lot, together with interest thereon as provided in Section 7.7 above and the costs and expenses of collection, including reasonable attorneys' fees, as provided below, is secured by, and there is hereby reserved, created and granted, a continuing lien and charge on and against each Lot to secure payment of the Assessments levied against the subject Lot in accordance with this Declaration, and any interest thereon as provided in Section 7.7 above and the costs and expenses of collections, including reasonable attorneys' fees as provided below. Such lien or payment of Assessments shall attach with the priority above set forth from the date that the Lot is purchased by Owner, which lien shall be further evidenced by a Vendor's Lien reserved by the Declarant in the Deed from Declarant to each Owner and such lien shall run with the land. The lien reserved, granted and created by this Declaration against a Lot for payment of Assessments shall bind and attach to the Lot and shall be valid and subsisting against the Lot, the Owner of such Lot and such Owner's heirs, devisees, personal representatives, successors or assigns, and shall be superior to all other liens and charges against such Lot, except only for (i) tax liens, and (ii) all sums unpaid on any obligations evidencing sums owing or borrowed for the purchase of such Lot and secured by a valid and enforceable first Mortgage lien or first deed of trust lien of record covering the

subject Lot, provided that the lien of any such Mortgage shall be superior to the lien created above only with respect to Assessments becoming due after the date the subject Mortgage was recorded in the Official Public Records of Hays County, Texas. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the lien created by in this Section 7.8 against any Lot to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Official Records of Hays County, Texas. Upon the written request of any Beneficiary holding a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said Beneficiary the amount of any Assessments levied against such Lot remaining unpaid for a period of more than thirty (30) days after the same are due.

(b) To evidence the aforesaid lien for payment of Assessments, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, a description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Hays County, Texas. The aforesaid lien for payment of Assessments shall attach with the priority set forth above from the date the payment of such Assessments becomes due. The Association may enforce such lien by the foreclosure sale of the defaulting Owner's Lot in like manner as a foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Association may institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the affected Lot shall be required to pay all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the Association in connection with any foreclosure proceeding, whether judicial or non-judicial, and in connection with any collection proceeding the Association or Declarant shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(c) The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, whether by judicial or non-judicial foreclosure sale or otherwise; provided, however, that in the event of foreclosure of lien of any Mortgage superior to the lien for the delinquent Assessment, the lien for the delinquent Assessment will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable or affect or impair the lien created and reserved under this Declaration to secure payment of any such Assessments.

ARTICLE VIII

COMMON AREAS EASEMENTS AND SPECIAL COVENANTS

8.1 Common Areas. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, or the Association, as applicable. The use of Common Areas is restricted to Owners, Owners' guests and prospective owners.

8.2 Recreational Improvements. Any proposed construction of recreational Improvements within a Common Area shall be subject to approval by the ARB.

8.3 Entrance Gate. There will be no entrance gate to the Subdivision.

8.4 Utility Easements in Common Areas. Declarant reserves the right to locate, construct, own and operate, erect and maintain or cause to be located, constructed, owned and operated, erected and maintained in and on any areas conveyed to the Association or reserved as Common Areas water, sewer and other pipelines, water wells, surface equipment, water tanks, conduits, wires and any public utility function beneath or above the surface of the ground, and with the right of access to the same at any time for the purpose of construction, drilling, operation, repair and maintenance. In connection herewith the rights granted herein are in addition to those rights granted in other Sections, herein. Such rights are transferable by Declarant.

8.5 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant for all purposes as if fully set forth herein, and shall be constructed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, lighting, water, cable television, electricity, telephone, sewer and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of ten (10) feet on each side of such Lot line.

8.6 Installation and Maintenance of Public Utilities. Declarant reserves, creates, grants and dedicates (without warranty) for Declarant and any and all public utility companies providing any public utilities to all or any portion of the Subdivision a perpetual, non-exclusive easement upon, across, over and under all portions of the Property designated on the Plat as public utility easements (the "PUE Tracts") for ingress and egress and for constructing, installing, replacing, repairing, operating, and maintaining all utility and service lines and service systems, public and private which are necessary as to provide public utilities to the Subdivision, including, but not limited to, telephone, cable television, gas, electric power, water distribution and wastewater collection, together with all lines, pipes, cables, conduits and other equipment, facilities, improvements and appurtenances installed in, under, along and across the PUE Tracts. By virtue of this easement, it shall be expressly permissible for Declarant and the public utility providers and companies supplying or providing public utility services to the Subdivision to install and maintain pipes, wires, conduits, service lines or other utility equipment, facilities, improvements or appurtenances thereto, on, above, across and under the PUE Tracts. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the ARB. Subject to compliance with applicable Governmental Requirements, the public utility providers and companies furnishing public utility services to the Subdivision shall have the right to remove all trees and fences situated within the PUE Tracts, and to trim overhanging trees and shrubs located on portions of the Property abutting the PUE Tracts. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. Neither the Declarant nor any supplier of any utility service using any easement area, however, shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area. Declarant reserves the right to make changes in and

additions to said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

8.7 Title to Easement and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, convey or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant. All Common Area shall be owned by the Association, unless further conveyed in accordance with this Declaration.

8.8 Drainage Easements and Patterns. Except for (i) alterations, changes, and/or interference in connection with or resulting from Development by Declarant and (ii) alterations, changes and/or interference by an Owner on the Owner's Lot which do not affect drainage patterns on, or the flow of surface water over, any other Lot or any other portion of the Property, there shall be no alteration of, change in, or interference with the established drainage patterns over any Lot or other portion of the Property unless adequate provision is made for proper drainage in a manner approved by the Owner of each Lot affected by the subject alteration, change or interference and by the ARB. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and/or shown on the Plat without the prior written approval of the ARB. There shall be no construction of Improvements, temporary or permanent, in any drainage easement except as may be approved in writing by the Association. Easements for installation and maintenance of utilities and/or drainage easements are reserved and dedicated as are shown on the Plat. Within these easement areas, no Improvements, Landscaping, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance and/or operation of these utilities and/or drainage easements and/or which may hinder or change the direction or flow of surface water within the Property and/or along the existing drainage patterns, channels or slopes within the Property.

8.9 Entry Easement. Declarant reserves, creates, grants and dedicates (without warranty) for the Association and Declarant a non-exclusive easement upon, over and across each Lot for ingress and egress for any and all of the purposes stated in this Declaration and to exercise, enjoy and carry out any and all of the rights and powers granted herein, on and subject to the terms and conditions of this Declaration. Entry upon any Lot as provided in this Section 8.9 shall not be deemed to trespass, and the Association and Declarant shall not be liable for any damage so created unless damage is caused by the willful misconduct or gross negligence of the party against whom damages are sought to be collected.

8.10 Maintenance of Surface Area of Easements. Each Owner shall maintain the surface area of all easements located within his or her Lot and all Improvements located therein except for (a) such Improvements for which a public authority or utility company is responsible and (b) all detention ponds and water quality easement areas (with the Association being responsible for maintenance of all detention pond facilities and water quality easement areas). The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers, or any other Improvement authorized by the ARB. Trees with extremely large root systems shall not be planted directly over utility lines. However, neither Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them or their respective

agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.11 Temporary Completion Easement. Declarant reserves, creates, grants and dedicates (without warranty) for the benefit of Declarant and any Person building or constructing any Improvements on any Lot, and their respective employees, subcontractors, successors and assigns, a non-exclusive easement of ingress and egress over, along, within and upon the front side and rear yards of each Lot, any and all Common Area and any and all easements located within the Subdivision as may be expediently necessary for the construction, servicing, and completion of Improvements and Landscaping upon any Lot, any and all Common Area and any and all easements located within the Subdivision.

8.12 Owners' Easements of Enjoyment. Each and every Owner shall have a non-exclusive right and easement in and to the Common Area and a non-exclusive right and easement of ingress and egress to, from and through the Common Areas, which non-exclusive rights and easements shall be appurtenant to and shall pass with title to each and every Lot, subject to the following provisions:

(a) the right of the Association to establish and publish rules and regulations governing the use of the Common Area affecting the health, safety and welfare of Owners and authorized guests, as well as good stewardship of the Common Area and its Improvements;

(b) the right of the Association to suspend the right of use of the Common Area and the voting rights of any Owner for any period during which any Assessment against the subject Owner's Lot remains unpaid beyond the period in which such Assessment is due and for any period during which the Owner is in violation of this Declaration and/or any Howard Ranch Rules.

(c) the right of the Association, subject to the provisions of this Declaration or any of the Restrictions, to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the votes of the Owners as any vote of the Owners has been recorded according to such dedication or transfer;

(d) the right of the Association to borrow money from any Person for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, and in accordance with the Articles and Bylaws;

(e) the right of the Association to contract for services or use of Common Area with Declarant or third parties, directly or indirectly, on such terms as the Association may determine; and

(f) all of the rights of the easements granted and provided under this Section 8.12 are easements appurtenant to and running with each Lot; and any such easement shall at all times inure to the benefit of and be binding upon Declarant, each Owner and all their respective grantees, heirs, successors, personal representatives or assigns, perpetually and in full force.

8.13 Title to Common Area. All Common Area shall be dedicated and conveyed to the Association, which shall thereafter be responsible for its operation and maintenance. The Common Area shall be conveyed to and accepted by the Association on or before the completion of all construction with respect thereto or at such other times and from time to time as the Declarant may determine to be appropriate. Declarant reserves the right to amend the boundaries

of all Common Area in accordance with Paragraph 9.1 herein. Further, in the event additional land is added to the Subdivision in accordance with the provisions herein, Declarant shall, in fact, amend the boundaries of the Common Areas, if necessary, in order to accommodate such addition.

8.14 Damages. Each Owner and each lessee of any Owner shall be liable to the Association for any damage to Association Property which may be sustained by reason of the negligent or intentional misconduct of such persons of his family, guests or invitees. If the property, the ownership or leasing of which entitles the member or lessee thereof to use Association property, is owned or leased jointly or in common, all of such joint or common owners or lessees shall be jointly and severally liable hereunder. The amount of such damage may be assessed against such person's or entity's real and personal property on or within the Property, including the leasehold property on or within the Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided herein for the collection of Assessments.

8.15 Damage and Destruction. In case of destruction of or damage to Association Property by fire or casualty, the available insurance proceeds, if any, shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damaged property, the Association may levy a special assessment to recover any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members of the Association, by seventy-five percent (75%) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly, but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged facility with payment there for to be made as set forth in this Section. Owners should be aware of the risk that flood insurance for certain Improvements in the Common Area may not be obtainable and the costs associated with such possible loss.

8.16 Landscape Easement. Declarant reserves, creates, grants and dedicates (without warranty) for the Association and Declarant an exclusive, perpetual landscape easement upon, over and across each portion of the Property that is labeled on the Plat as Landscape Easement to exercise, enjoy and carry out any and all of the rights and powers granted in this Section 8.16 on and subject to the terms and conditions of this Declaration. The purpose of the Landscape Easement is to allow the Declarant and Association to provide a buffer between the homes built on the Lots and the surrounding roadways preserving the area as an open, undeveloped and natural state so as to provide a visually appealing strip of land around the perimeter of such portions of the Subdivision. Included in the Landscape Easement shall be the right to enter and use the Landscape Easement area for purposes of maintaining the landscaped area, pruning, irrigating and fertilizing vegetation and installing new vegetation and/or decorative perimeter fencing and all other acts reasonably necessary to fulfill the purposes of the Landscape Easement. This may include, without limitation, the right to install white picket or post and rail fencing, antique roses, flowers, and assorted foliage, trees and shrubs of a type that are consistent with the natural landscape. Existing trees in the Landscape Easement shall be left in place to provide a natural screen and may be supplemented with plantings and fences of the aforementioned variety. Only cedar trees of smaller than 6" in diameter or dead or dying trees of other species may be cut down within the Landscape Easement. Fences built within the Landscape Easement shall not exceed 42 inches in height. Lot Owners shall not be entitled to construct fencing in any portion of the Landscape Easement. Maintenance and enforcement of the Landscape Easements shall be the sole authority and responsibility of the Association.

Reserved in each Lot Owner shall be the right to use the Landscape Easement provided such use does not interfere in any material way or is inconsistent with the rights granted hereunder. In no event shall any Lot Owner be allowed to erect or permit to be erected a building, structure or irrigation systems on any portion of the Landscape Easement or to clear the Landscape Easement. Entry upon any Lot as provided in this Section 8.16 shall not be deemed to trespass, and the Association and Declarant shall not be liable for any damage so created unless damage is caused by the willful misconduct or gross negligence of the party against whom damages are sought to be collected. The Landscape Easement shall be exclusive to Declarant and the Association and shall not grant any rights to any third parties or individual Lot Owners to enter into or use the Landscape Easement area for any purpose.

8.17 Conservation Easement. Declarant reserves, creates, grants and dedicates (without warranty) for the Association and Declarant a non-exclusive, perpetual conservation easement upon, over and across each portion of the Property that is labeled on the Plat as Open Space/Greenbelt D.E. and Conservation Easement or similar designation to carry out the rights and powers granted in this Section 8.17 on and subject to the terms and conditions of this Declaration. The purpose of the Conservation Easement is to allow the Declarant and Association to preserve and protect the relatively natural habitat of the wildlife and vegetation within the area of the Conservation Easement as an open, undeveloped and natural state. Any access by the Declarant or the Association must be after reasonable notice to the Lot Owner and during normal working hours and shall be limited to access that is necessary to ensure the preservation of the natural area therein. Unless otherwise assumed by the Association or Declarant, maintenance of the areas within the Conservation Easements shall be the sole responsibility of Lot Owner as to the portion of the Conservation Easement crossing the Owner's Lot. Reserved in each Lot Owner shall be the right to use the Conservation Easement provided such use does not interfere in any material way or is inconsistent with the rights granted hereunder. Each Lot Owner shall be entitled to clear underbrush, trash, debris and vegetation within the Conservation Easement area covering such Owner's Lot and to maintain such area as reasonably necessary to keep the area in a natural, but neat condition. The areas contained within the Conservation Easements shall remain free of all construction activity, development and alterations, except that the following are permitted with the consent of the Lot Owner: (1) street crossings and utilities permitted by applicable City Code requirements; (2) fences that do not obstruct flood flows; (3) public and private parks and open space improvements permitted by applicable City Code requirements. Entry upon any Lot by Declarant or the Association as permissible in this Section 8.17 shall not be deemed to trespass, and the Association and Declarant shall not be liable for any damage so created unless damage is caused by the willful misconduct or gross negligence of the party against whom damages are sought to be collected. The Conservation Easement shall be in favor of Declarant and the Association and shall not grant any rights to any third parties or individual Lot Owners to enter into or use the Conservation Easement area for any purpose.

8.18 Propane Distribution System. Pursuant to that Agreement For The Construction and Implementation of Community Propane Gas Distribution System entered into by and between HBH Systems LLC ("HBH") and Declarant:

(a) each Lot shall be adequately plumbed for use of propane gas when constructed and yard line connections must be installed on all Lots to provide delivery of propane service;

(b) propane gas plumbing in each Lot will include, but not be limited to, plumbing for water heaters, clothes dryers, central heating and/or furnaces, stoves, and ranges (if any in the Lot) (collectively, the "Gas Appliances"), and any heated pools to be constructed

within the Subdivision for an individual Lot or community use must be constructed with and use gas plumbing for the heating of the pool;

(c) gas plumbing shall be installed to the specifications required by the LP Gas Service Division of the Texas Railroad Commission or its successor;

(d) all water heaters, central heating and/or furnaces, stoves, ranges and ovens installed in all Homesites (collectively, the "Required Gas Appliances") shall be propane gas appliances, and it is hereby required, as a condition precedent to approval of plans and specifications and construction of Homesites, that the plans and specifications for and construction of any Homesite require gas plumbing for all Gas Appliances and installation of the Required Gas Appliances;

(e) that neither the Tank Site, nor any owner thereof, shall be subject to any owner association dues, fees, charges or other assessments levied herein; however, the Tank Site shall be subject to reasonable use, construction or other improvement limitations, restrictions or requirements set forth herein and enforced by the ARB;

(f) each Lot owner shall enter into a service contract or subscription (the "Service Agreement") agreement with HBH upon completion of the Homesite constructed on the Lot;

(g) any Owner connected to the System may opt out of the Service Agreement, provided that such Owner will be prohibited from obtaining propane gas service from any source other than HBH or its designated supplier (while under contract with HBH), and will be required to pay a two-thousand five hundred dollar (\$2,500.00) fee per Lot for which the Owner has opted out. This "Opt Out Fee" or "Waiver Fee" will be due and payable to HBH at the completion of any Unit on each such lot.

8.19 Community Pool. Any heated pool constructed on the Property for community use must be constructed with and use Gas Appliances to heat the pool's water.

8.20 Irrigation Water Fees. Upon the purchase of each Lot by an end user from a homebuilder, each Owner shall be required to pay an irrigation tap fee (the "Irrigation Tap Fee") in the amount of \$1,100.00. Part of the Assessments will include the cost of operating and maintaining the irrigation system. Owners shall be assessed for the maintenance and operation of the irrigation system on a per lot basis (the "Irrigation Water Assessment"). The initial Irrigation Water Assessment shall be Fifty Dollars (\$50.00) per month which shall be due on the same date as the Assessment set forth in Section 7.3. The POA may install meters for irrigation water for each Lot at a later date, at its sole discretion. By purchasing a lot, each Owner of a Lot subject to this Declaration agrees to be bound by that contract for the purchase and supply of irrigation water between Declarant and the POA. The water supplied through the landscaping irrigation system shall be non-potable and for the purpose of landscaping irrigation only. Declarant makes no warranty regarding the amount or sufficiency of irrigation water available from any well within the Subdivision. Declarant makes no warranties or guaranties with regard to the amount of water in any such well within the Subdivision or the life thereof. Should the irrigation water from any such well be insufficient for the Subdivision's irrigation water requirements, the POA shall seek its irrigation water supply from the Dripping Springs Water Supply Corporation. In no event shall Declarant be liable to any Owner in the event that the Irrigation System is shut down.

8.21 Drinking Water Tap Fee. Upon the initial purchase of each Lot, each Owner shall be required to pay a drinking water tap fee and capital recovery fee charged by the Dripping Springs Water Supply Corporation or to Declarant in the event that Declarant has pre-paid the tap fee or capital recovery fee.

ARTICLE IX MISCELLANEOUS

9.1 Powers of Declarant. Notwithstanding anything in this Declaration to the contrary, so long as Declarant owns any Lot and/or Undeveloped Lot, each Owner, by acceptance of record title conveying a Lot to such Owner, does hereby irrevocably constitute and appoint Declarant, its true and lawful attorney-in-fact and agent to execute, acknowledge, verify, swear to, deliver, record and file in that Owner's name, Place and stead all instruments, documents and certificates which may from time to time be required in order to affect any amendment, correction, vacating, replatting or other modification of the Plat, provided that (i) the boundaries and contours of such Owner's Lot are not in any way changed, altered or modified; (ii) access to such Owner's Lot from a public street or from Roads is not changed or altered in any material respect; (iii) the public utility services to such Owner's Lot are not materially and adversely altered; and (iv) no costs or expenses are imposed on such Owner. In furtherance of this appointment, each Owner agrees to join in the execution, upon request of Declarant, of any instrument required to acknowledge such authorization and/or affect any such amendment, vacating, replatting or other modification of the Plat.

9.2 Term. This Declaration, including, all of the covenants, conditions, and restrictions hereof, shall continue in force and effect until December 31, 2029, unless amended as herein provided. After December 31, 2029, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to the Bylaws. Any and all rights granted to Declarant or any utility provider shall continue in effect after the extinguishment of this Declaration.

9.3 Amendment.

(a) By Declarant. This Declaration may be amended by Declarant acting alone until such time as Declarant has conveyed by deed one hundred and twenty-six (126) Lots; thereafter, Declarant shall be entitled to amend this Declaration only with the written approval of a majority vote of the Owners. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Hays County, Texas, an instrument executed and acknowledged by Declarant and setting forth the Amendment. An amendment made by Declarant pursuant to this Section 9.3 shall not adversely affect the value of the Lots and shall maintain the quality of the Subdivision. No Amendment may place additional restrictions on a Lot already sold or remove variances previously granted without the express written consent of the Owner of the affected Lot.

(b) By Owners. After Declarant has conveyed by deed one hundred twenty-six (126) Lots, this Declaration may be amended by recording in the Hays County, Texas Real Property Records an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the Amendment and certifying that such Amendment has been approved by Owners entitled to cast at least sixty seven (67%) of the number of votes entitled to be cast pursuant to the Bylaws.

9.4 Notice. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the improvement and operation of the Subdivision and of promoting an effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the ARB. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property; provided, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots, other Property owned by Declarant and Common Area.

9.7 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.8 Enforcement and Non-Waiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, or the Board, or Declarant, at the expense of the Association, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach or threatened breach of any such provision.

(b) Non-Waiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right hereafter to enforce any such provision or any other provision of said Declaration.

(c) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance in this Declaration.

9.9 Construction.

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

thereof.

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

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

(d) No Oral Representations. This Declaration shall govern and supercede any and all oral/verbal representations made concerning the matters contained herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 1
day of June, 2005.

DECLARANT:

HOWARD LAND & CATTLE, LTD.,
a Texas limited partnership

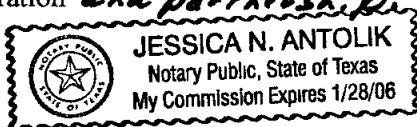
By: HOWARD LC MANAGEMENT, INC., a Texas corporation
its general partner

By: [Signature]
Erik Howard, President

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me this 1 day of
June, 2005, by Erik Howard, President of Howard LC MANAGEMENT, INC., a Texas
corporation, General Partner of Howard Land & Cattle, Ltd., on behalf of said
corporation and partnership



[Signature]
Notary Public, in and for the State of Texas

CONSENT OF LIENHOLDER

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Covenants, Conditions and Restrictions, hereby consents to the Covenants, Conditions and Restrictions and to the recording of same, provided that the undersigned lienholder's lien(s) and security interest(s) shall remain superior to any liens or security interests created by the Restrictive Covenant.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof. The granting of this consent does not constitute a waiver of lienholder's right to withhold consent in the future.

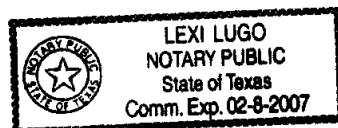
LIENHOLDER:

WELLS FARGO BANK, N.A.
A national banking association

By: [Signature]
Name: Emilie Dauenhauer
Title: Business Relationship Manager, AVP

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2005, by Emilie Dauenhauer as Bus. Relationship Manager of Wells Fargo Bank, N.A., a national banking association, on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas
Lexi Lugo
Printed Name

My Commission Expires: 2-8-2007

CONSENT OF LIENHOLDER

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Covenants, Conditions and Restrictions, hereby consents to the Covenants, Conditions and Restrictions and to the recording of same, provided that the undersigned lienholder's lien(s) and security interest(s) shall remain superior to any liens or security interests created by the Restrictive Covenant.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof. The granting of this consent does not constitute a waiver of lienholder's right to withhold consent in the future.

LIENHOLDER:

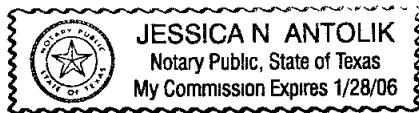



Erik Howard,
A married person

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6 day of June, 2005, by Erik Howard, proved to me through his driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.




Notary Public in and for the State of Texas

Printed Name _____

My Commission Expires: _____

EXHIBIT A

244.62 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE STILES FOWLER SURVEY AND THE PHILLIP A. SMITH SURVEY IN HAYS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND AS CONVEYED TO PENN BROTHERS REALTY BY DEED RECORDED IN VOLUME 378, PAGE 569, DEED RECORDS, HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete r.o.w. monument found at the intersection of the East r.o.w. line of R. M. Highway No. 12, with the Southwest r.o.w. line of R. M. Highway No. 150, being the Northwest corner of that certain 244.62 acre tract of land as conveyed to Penn Brothers Realty by deed recorded in Volume 378, Page 569, Deed Records, Hays County, Texas, for the Northwest corner hereof;

THENCE with the Southwest r.o.w. line of R.M. Highway No. 150, the following courses:

S 75° 47' 14" E for a distance of 142.88 feet to a concrete r.o.w. monument found at a point of non-tangent curve;

Along a curve to the right, whose radius is 914.94 feet, and whose chord bears S 40° 02' 24" E for a distance of 326.21 feet to a concrete r.o.w. monument found at a point of tangency;

S 29° 50' E for a distance of 1,085.08 feet to a concrete r.o.w. monument found at an angle point;

S 30° 12' 43" E for a distance of 386.27 feet to a concrete r.o.w. monument found at a point of curve;

Along a curve to the left, whose radius is 1,472.45 feet, and whose chord bears S 36° 22' 08" E for a distance of 309.33 feet to a concrete r.o.w. monument found at a point of tangency;

S 42° 08' E for a distance of 124.92 feet to a concrete r.o.w. monument found at a point of curve;

Along a curve to the left, whose radius is 1,472.60 feet, and whose chord bears S 48° 50' 59" E for a distance of 333.98 feet to an iron rod found at the Northeast corner of the said 244.62 acre tract, being the Northwest corner of that certain 18.57 acre tract of land designated as Tract B, as conveyed to Roberts Crenshaw by deed recorded in Volume 469, Page 263, Deed Records, Hays County, Texas, for the Northeast corner hereof;

THENCE with the East line of the said 244.62 acre tract, the following courses:

S 00° 05' 35" W for a distance of 899.28 feet to an iron rod set;

S 03° 07' E for a distance of 7.64 feet to an iron rod set;

S 25° 28' E for a distance of 12.25 feet to an iron rod set;

S 43° 31' E for a distance of 40.21 feet to an iron rod set;

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

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Page Two

245.69 ACRE TRACT

S 32° 30' E for a distance of 21.00 feet to an iron rod set at a fence corner post, being the Southwest corner of the said Crenshaw tract, same being the Northwest corner of that certain 387.26 acre tract of land as conveyed to Dickson Properties, Inc., by deed recorded in Volume 257, Page 518, Deed Records, Hays County, Texas, same being an angle point in the East line of the said 244.62 acre tract, for an angle point hereof;

THENCE with a fence along the East line of the said 244.62 acre tract, being the West line of the said Dickson Properties, Inc., tract, the following courses;

S 02° 00' 50" W for a distance of 825.09 feet to an iron rod set;

S 00° 13' 12" W for a distance of 466.01 feet to an iron rod set;

S 00° 43' 03" E for a distance of 404.79 feet to an iron rod set;

S 00° 31' 37" E for a distance of 697.96 feet to an iron rod set at a fence corner post;

S 09° 02' 06" W for a distance of 191.41 feet to an iron rod set;

S 08° 13' 33" W for a distance of 222.39 feet to an iron rod found at a fence corner at the Southeast corner of the said 244.62 acre tract, being the Northeast corner of that certain 41.747 acre tract of land as conveyed to William P. Wood and Pamela M. Ryan by deed recorded in Volume 903, Page 187, Deed Records, Hays County, Texas, for the Southeast corner hereof;

THENCE with a fence along the Southwest line of the said 244.62 acre tract, being the Northeast line of the said Wood and Ryan tract, the following courses;

N 81° 02' 36" W for a distance of 326.49 feet to an iron rod found;

N 53° 26' 29" W crossing Onion Creek for a distance of 385.15 feet to an iron rod found;

N 34° 21' 31" W for a distance of 803.68 feet to an iron rod found at a corner of the said Wood and Ryan tract, being the Southeast corner of that certain 3.62 acre tract of land as conveyed to Dripping Springs Water Supply Corporation by deed recorded in Volume 201, Page 443, Deed Records, Hays County, Texas, for an angle point hereof;

THENCE N 52° 43' 27" W for a distance of 818.51 feet to an iron rod set at a fence corner post at the Northwest corner of the said Dripping Springs Water Supply Corporation tract, being in the East line of that certain 57.2 acre tract of land as conveyed to A. R. Schrank by deed recorded in Volume 227, Page 449, Deed Records, Hays County, Texas, for an angle point hereof;

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

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Page Three

245.69 ACRE TRACT

THENCE with a fence along the Southwest line of the said 244.62 acre tract, being the Northeast line of the said Schrank tract, the following courses:

N 04° 49' 39" W for a distance of 54.39 feet to an iron rod set at a fence post;

N 25° 04' 33" W for a distance of 130.03 feet to an iron rod set at a fence post;

N 48° 03' 30" W for a distance of 262.48 feet to an iron rod set at a fence post;

N 28° 52' 08" W for a distance of 94.30 feet to an iron rod set at a fence post;

N 17° 10' 48" W for a distance of 397.08 feet to an iron rod set at the base of a 36" sycamore tree;

N 37° 08' 48" W for a distance of 592.25 feet to an iron rod set at the base of a 12" live oak stump tree;

N 39° 24' 39" W for a distance of 383.45 feet to an iron rod set at the base of a hackberry tree;

N 44° 36' 46" W for a distance of 179.76 feet to an iron rod set at the base of a 36" hackberry tree;

N 59° 50' 19" W for a distance of 149.04 feet to an iron rod found at a fence corner being the Northwest corner of the said Schrank tract, being the Southwest corner of the said 244.62 acre tract, being in the East r.o.w. line of R. M. Highway No. 12, for the Southwest corner hereof;

THENCE with the East r.o.w. line of R. M. Highway No. 12, the following courses:

N 01° 03' 12" W crossing Onion Creek for a distance of 472.42 feet to a concrete r.o.w. monument found at a point of curve;

Along a curve to the right, whose radius is 1,105.92 feet, and whose chord bears N 20° 54' 18" E for a distance of 828.87 feet to a concrete r.o.w. monument found at a point of tangency;

N 42° 54' 43" E for a distance of 858.40 feet to a concrete r.o.w. monument found at a point of curve;

Along a curve to the left, whose radius is 2,526.79 feet, and whose chord bears N 39° 27' 55" E for a distance of 249.89 feet to a concrete r.o.w. monument found at a point of tangency;

N 35° 57' 11" E for a distance of 367.31 feet to a concrete r.o.w. monument found at a point of curve;

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

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Page Four

245.69 ACRE TRACT

Along a curve to the left, whose radius is 996.65 feet, and whose chord bears N 28° 40' 32" E for a distance of 261.87 feet the PLACE OF BEGINNING, and containing 245.69 acres of land, more or less.

AS SURVEYED BY:
DOUG SEELIG LAND SURVEYORS, P.C.

Douglas A. Seelig
DOUGLAS A. SEELIG
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1908
3802 Manchaca Road
Austin, Texas 78704
July 22, 1992

Work Order No. 8896
Disk No. 15



SAVE AND EXCEPT FOR, Lots 1-12, Block A, and Lots 2-12, Block B, Howard Ranch Subdivision Section 1, according to map or plat thereof recorded at Document No. _____, Official Public Records of Hays County, Texas, and the real property described in Exhibits "A-1" and "A-2" attached hereto.

EXHIBIT

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FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE STILES J. FOWLER SURVEY NO. 31, ABSTRACT 174, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 67.69 ACRE TRACT OF LAND CONVEYED TO ERIK HOWARD IN VOLUME 1321, PAGE 141 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND THAT CERTAIN 160.00 ACRE TRACT OF LAND CONVEYED TO ERIK HOWARD IN VOLUME 1079, PAGE 703 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 29.820 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found at the southeast corner of said 67.69 acre Howard tract, being also a northwest corner of that certain tract of land described in a deed to William Wood, recorded in Volume 1427, Page 647 of the Deed Records of Hays County, Texas, and in the west line of that certain tract of land described in a deed to RPC Investments, Inc., recorded in Volume 772, Page 291 of the Deed Records of Hays County, Texas, for the POINT OF BEGINNING of the herein described 29.820 acre tract of land,

THENCE, with the south line of said 67.69 acre Howard tract, being also the north line of said Wood tract, the following three (3) courses and distances, numbered 1 through 3,

1. N81°12'56"W, a distance of 326.21 feet to an iron rod found,
2. N53°25'34"W, a distance of 385.02 feet to an iron rod found, and
3. N34°20'29"W, a distance of 803.61 feet to an iron rod found at the most easterly corner of a Dripping Springs Water Supply tract,

THENCE, continuing with the south line of said 67.69 acre Howard tract, and the southwest line of said 160.00 acre Howard tract, N52°43'13"W, a distance of 141.96 feet to an iron rod set,


THENCE, crossing said Howard tracts, the following seven (7) courses and distances, numbered 1 through 7,

1. N36°11'32"E, a distance of 206.06 feet to an iron rod set,
2. N30°47'54"E, a distance of 609.94 feet to an iron rod set,
3. S58°05'44"E, a distance of 217.10 feet to an iron rod set at a point of curvature to the right,
4. with said curve to the right having a radius of 470.00 feet, an arc length of 265.73 feet and whose chord bears, S41°53'55"E, a distance of 262.20 feet to an iron rod set at a point of compound curvature,
5. with said curve to the right having a radius of 25.00 feet, an arc length of 23.28 feet and whose chord bears, S00°58'37"W, a distance of 22.45 feet to an iron rod set at a point of reverse curvature,
6. with said curve to the left having a radius of 60.00 feet, an arc length of 169.45 feet and whose chord bears, S53°14'58"E, a distance of 118.49 feet to an iron rod set, and
7. S78°21'23"E, a distance of 371.86 feet to an iron rod set in the east line of said 67.69 acre Howard tract, being also the west line of said RCP Investments tract,

THENCE, with the east line of said 67.69 acre Howard tract, the following four (4) courses and distances, numbered 1 through 4,

1. S00°41'41"E, a distance of 134.83 feet to an iron rod found,
2. S00°30'54"E, a distance of 698.00 feet to an iron rod found,
3. S09°02'54"W, a distance of 191.38 feet to an iron rod found, and
4. S08°20'29"W, a distance of 221.25 feet to the POINT OF BEGINNING and containing 29.820 Acres of Land.

Surveyed by:


Thomas J. Dodd - R.P.L.S. No. 1882
Carlson, Briggance & Doering, Inc.
3401 Slaughter Lane West
Austin, TX 78748 (512) 280-5160



BEARING BASIS IS FROM RECORDED DEED OF ERIK HOWARD TRACT.

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EXHIBIT

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BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE PHILLIP A. SMITH SURVEY AND THE STILES FOWLER SURVEY, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO ERIK HOWARD IN VOLUME 1079, PAGE 703 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 2.00 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found in the west right-of-way line of R. M. Highway No. 150, being also the east line of said Howard tract and the POINT OF BEGINNING of the herein described 2.00 acre tract of land,

THENCE, with the west right-of-way line of said R. M. No. 150, being also the east line of said Howard tract, S30°12'43"E, a distance of 250.00 feet to a point,

THENCE, departing the west right-of-way line of said R. M. No. 150, and crossing said Howard tract, the following four (4) courses and distances, numbered 1 through 4,

1. S59°47'17"W, a distance of 202.68 feet to a point,
2. N30°12'43"W, a distance of 430.00 feet to a point,
3. N59°47'17"E, a distance of 178.70 feet to a point of curvature to the right, and
4. with said curve to the right having a radius of 25.00 feet, an arc length of 39.44 feet and whose chord bears, S75°01'21"E, a distance of 35.47 feet to a point in the east line of said Howard tract, being also the west right-of-way line of said R. M. No. 150,

THENCE, with the west right-of-way line of said R. M. No. 150, being also the east line of said Howard tract, S29°50'00"E, a distance of 154.83 feet to the POINT OF BEGINNING and containing 2.00 Acres of Land.

Surveyed by:

Thomas J. Dodd ~ R.P.L.S. No. 1882
Carlson, Brigrance & Doering, Inc.
3401 Slaughter Lane West
Austin, TX 78748 (512) 280-5160

BEARING BASIS IS FROM RECORDED DEED OF ERIK HOWARD TRACT

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EXHIBIT B

Architectural Guidelines

Howard Ranch Hays County Dripping Springs, Texas

The intent of these guidelines is to provide guidance to the property owners of Howard Ranch and their design professionals in the development of timeless and historically inspired Texas architecture. Howard Ranch has been carefully planned to provide a traditional neighborhood environment, while allowing owners to express themselves through the selection of historic architectural styles. These same styles have shaped historic Texas towns such as Blanco, Round Top, Georgetown, and most importantly the original homestead built by brothers Ed and Jamie Howard in 1922.

The architectural and landscape design standards have been developed to insure that thoughtful architectural design, the finest quality materials, and a beautifully landscaped environment will surround all property owners.

The Architectural Review Board (ARB) will review all plans with consideration given to the designs impact on the neighborhood and the environment, as well as meeting the wishes of the applicant. This policy will insure that all property owners' interests are fairly represented during the approval process.

These same policies and procedures will be used in the review of new construction, additions and all other improvements to the exterior and/or site.

Neither the ARB, nor the Declarant, nor their successors or assigns can be held liable for damages to applicant or to any other property owner due to oversights, errors, omissions, negligence or nonfeasance as it pertains to the review, approval, or disapproval of any submissions. All applicants and their agents agree, by submission for approval, that they will not bring any action or suit against the ARB or Declarant for any purpose and by submission, applicant waives all rights to do so.

The ARB has the right to amend these guidelines as they see fit, so as to better serve the neighborhood and the applicants. Any amendments ex post facto to an approved plan will not apply to that previously approved plan. The applicant shall be responsible for requesting and obtaining any and all amendments to this document prior to Conceptual Design Review.

These guidelines apply to all property owners in the Howard Ranch Development.

Guideline Principles

- 1.) All main residences and accessory cottages shall have a porch facing the frontage street. A variance from this requirement may be granted to homes that are in the Spanish Colonial style or for other purposes that would best serve the architectural integrity of the project. The main residence porch shall measure no less than 10% of the total heated & cooled square footage and no less than 5% on any accessory cottage. These porches are to be not less than 8 (eight) feet in depth on the main residence and not less than 6 (six) feet deep on any accessory cottage.
- 2.) Should any general use areas be erected, each of these areas will be maintained by the POA, and at the POA's expense and will be erected and maintained in accordance with the Architectural Guidelines. All such plans must receive the approval of the ARB.
- 3.) All cottages / accessory structures must be constructed in the same or complimentary style as the primary structure
- 4.) Architectural Review Board approval and a septic system permit must be obtained within five years of lot purchase and construction must commence within 180 days of approval. Once construction has begun, it shall not cease for longer than 30 (thirty) days.
- 5.) All general use areas will be under the supervision of the POA.
- 6.) Building composition and relationship should infer that there was an original smaller structure, which was then added to over the evolution of the homestead. The main residence square footage (heated and cooled) shall not be less than 2300 square feet for single story homes and 2700 square feet for two story homes. First floor must be a minimum of 65% of the square footage.
- 7.) Building height shall not exceed 35 (thirty-five) feet. One and two-story structures are permitted so long as the building height is consistent with that particular style architecture and is in scale with the entire site plan and architectural scale. A third story belvedere, cupola, or catwalk, is permitted so long as it does not exceed 35 feet and is not greater than 250 square feet. The site placement of all two-story structures will be carefully considered in the review process so as to be considerate of neighboring property owners' views. Measurement to be taken from highest point on the property.

8.) Preliminary clearing plan must be approved prior to the beginning of any site work. No additional clearing will be allowed until the roof framing is complete. The Architectural Review Board will allow additional clearing following a review. Every care should be given to saving the existing treescape.

9.) Setbacks will be carefully considered regarding the context of a traditional neighborhood. Setbacks are lot specific and may be acquired from the ARB.

10.) Landscaping. The feeding of deer will not be permitted in this development and the use of xeriscaping and the installation of deer resistant plants will help to maintain property owners landscaping. Landscape plans must be developed and executed according to the Landscape Guidelines.

Lots are to be landscaped from the edge of the street to the front of the house. Lots are to maintain a groomed look. Tree beds are to be mulched. Edging is not required, but is encouraged for maintenance purposes. Plastic, corrugated aluminum, wire wicket, railroad ties, etc., are not in character with the desired landscape effect and are prohibited. Acceptable edging is ryerson steel, rustic or antique brick and stone.

All planting beds are to be mulched.

The use of gravel or rock in front yard planting beds is prohibited, except as a border when set horizontally or utilized for drainage purposes. Specimen boulders are permitted.

St. Augustine grass is prohibited.

The front lawn of each completed house and side yard of corner lots shall be completely sodded with either Bermuda Tif 419, JaMur Zoysia, El Toro Zoysia or 609 Buffalo Grass. Seeding and/or sprigging is prohibited. Homes must have lawns facing any street frontage equal to the footprint of the house. Corner lots will have lawn on two sides.

Rear yards visible from adjacent lots shall be landscaped and maintain a groomed look. Rear yards in Conservation Easements are to be maintained as per the Restrictive Covenants. Cedar trees less than 8 inches in diameter are to be removed and grasses are to be mowed.

All landscaping is required to be maintained in a healthy and attractive appearance. Proper maintenance includes:

- a. Adequate irrigation, automatic irrigation systems are encouraged;
- b. Appropriate fertilization;
- c. Pruning;

- d. Mowing;
 - e. Weed control in lawns and planting;
 - f. Seasonal mulching of planting beds;
 - g. Insect and disease control;
 - h. Replacement of diseased or dead plant materials; and
 - i. Initial warranty of all planting materials.
- Integrated Pest Management Practices for Turfgrass, Termites, Rodents, Fleas and Fire Ants are attached to these Guidelines as Exhibit "C-1".

11.) Trees. Howard Ranch has established a "street tree" program. All property owners may be required to plant trees along their frontage road. The number, size and placement will be determined on a per lot basis but will not exceed five total on the street frontage. The location, size and specimen of the trees required for your home site can be obtained from the ARB. Property Owners are required to install these trees prior to obtaining a Certificate of Occupancy and they are to be maintained by the homeowner. Homeowner will replace any trees that die within the first five years.

12.) Screening. All air conditioning compressors, and any other mechanical or electrical devices, pool equipment, garbage containers or other equipment will be screened by appropriate fencing, decorative walls, landscaping or a combination of the foregoing. If screening is by landscaping, complete screening will be accomplished with initial material installation, rather than achieved with growth at maturity.

Construction Guidelines

All contractors are required to submit a Construction Plan prior to the commencement of work. See "Construction Plan Application" at the end of these Guidelines.

All contractor personnel will enter and exit through the designated construction entrance.

1. Construction work will be allowed from 7:00am to 7:00pm on weekdays and from 9:00am to 5:00pm on Saturdays. Only job site cleaning and interior work will be allowed on Sundays, so long as there is not a noise nuisance.

2. All job sites must be kept clean. There shall be no dumping, storage, or parking on adjacent properties. Grounds maintenance is required to minimize growth of weeds. Should the property owners association have to remove debris from a jobsite, the contractor will reimburse these expenses plus 25%.

3. Job trailers may be permitted on an individual basis but are discouraged.

4. Contractors are permitted to use only the utilities supplied to them by the property owner.
5. Any damage to streets, curbs, park lands, recreational facilities, utility lines, etc will be repaired immediately at the expense of the contractor/property owner, plus 25%.
6. As this is a walking community, the speed limit of 20 miles per hour will be observed by all vehicles, including construction equipment.
7. Absolutely no equipment wash downs or wash outs are permitted on the property, except on your construction site. This cleaning must not affect the appearance of the site, nor the environment. Areas for such action must be identified and approved by the ARB.
8. Any spillage from equipment will immediately be cleaned by the contractor/property owner.
9. Any utility or communication lines that are severed or damaged will be repaired or replaced at the cost of the contractor/property owner. These repairs must commence immediately following damage.
10. Loud music or foul language will not be permitted and will be cause for immediate removal from the site. Continued violations will cause contractor, or other agent of the property owner, to be permanently removed from the project.
11. No vehicles may be left on property overnight. Construction equipment may be left on the site while needed but may not be left on the street. All equipment must be secured with booms and buckets lowered.
12. Tree protection, as dictated by professional arborist, or other ARB approved professional is required on all sites. Any tree damaged during the course of construction will be replaced by a tree(s) of the same size and proportion by the contractor/property owner, as required by the Architectural Review Board.
13. Builders shall provide, at the request of the ARB, a general liability certificate of insurance in the amount of up to \$1,000,000. The Howard Ranch Property Owners Association shall be named as additional insured on this policy. Workmen's Compensation and General Liability Insurance proof shall be submitted to ARB prior to the commencement of construction.

14. No work will begin prior to the arrival of a temporary toilet, an adequate dumpster and the installation of required silt fences and tree protection barriers.

15. Only one construction sign is permitted per lot.

16. Property Owners' property, to include any part of Onion Creek, are strictly off limits to construction personnel. This restriction includes rinsing of tools, cleaning of equipment, personnel swimming and all other access to the creek and/or the adjacent conservation easement.

Failure to comply with above guidelines will result in fines and/or removal from the job site.

EXTERIORS

SIDING/FACADE:

Acceptable façade materials are natural stone, reproduction brick, stucco, wood, wood shingle and Hardiplank or similar product. The use of masonry is encouraged but not required. All exteriors may be painted. Aluminum is not permitted. Vinyl may be considered if being used in certain areas, such as soffit details.

CONFIGURATIONS:

Natural stone mortar should be consistent with the natural color of the stone.

Brick may be painted or left natural.

Stucco may be tinted prior to application or painted - textures other than smooth must be approved - submittal required.

Wood & Hardiplank shall be board & batten, clapboard or drop siding - no smaller than a 6" reveal - must be painted. Wood walking surfaces may be left natural.

Wood shingles must be sealed, stained or painted.

COLUMNS: columns should be made of natural stone, brick, stucco, wood, pre-cast concrete, fiberglass or similar product. Aluminum will not be permitted. On main porches or main residences, primary square columns must be a minimum of 4" X 4" and turned columns must be a minimum of 4" diameter. A minimum of 4" square columns is required on park cottages.

PIERS: Piers may not be made of wood. All piers must be faced or constructed with a masonry material. Minimum width is 12".

ARCHES: These may not be made of wood but should be made of the same material as the façade. Profile of any arches should match profiles of arched windows. This will be completely at the discretion of the ARB

FENCES

All fences must be staked and approved by the ARB before construction. Some fences may be rejected, even though they fit within these guidelines, on the basis that it may detract from the adjoining property views and/or have a negative environmental impact on the neighborhood. Fences will not be allowed in some areas of the conservation easement in order to allow residents along the creeks views and access.

FRONTAGE WALLS:

Gates in frontage walls should be made of wood or metal and should match adjacent buildings.

FRONTAGE FENCES:

A frontage fence is defined as any fence that extends in front of the house. These shall have different designs from adjacent lots and shall be made of hedges, natural stone, brick, stucco, wood or metal. Frontage fences should not exceed 3' in height.

YARD FENCES:

A yard fence is defined as any fence that begins behind the front façade of the house. Constructed fences shall extend no more than 10' without a column. Fences may be made of wood, hedges, masonry, metal, square lattice, or square wire. The square wire will be framed with wood and of an appropriate gauge, as determined on a case-by-case basis. Yard fences should not exceed 4' in height. All pool or spa areas require a minimum of 4' high fences.

PRIVACY AND ENCLOSURE FENCES:

These fences shall be permitted at rear yards only. Trash containers, boats, RVs, trailers, satellite dishes, utility meters and equipment service yards should be enclosed with these fences. These may also be used to enclose areas such as hot tubs or bathroom window areas. These should in case obstruct the views of neighboring property owners. Fences should not exceed a height of 6 (six) feet.

No chain-link or vinyl fences are allowed. CMU fences may be considered if stucco faced. Electrical fences are discouraged and shall not be permitted without a variance request.

ROOFS

MATERIALS:

Sloped roofs may be made of clay tile, slate, copper, galvanized metal, concrete tile or architectural shingles.

CONFIGURATIONS:

OVERLAPPING GABLES are permitted only when the smaller gable is associated with a balcony, porch or entrance.

FLAT ROOFS are allowed only if they are enclosed with an architectural parapet wall with a minimum height of three feet.

PRINCIPAL ROOFS where sloped, shall be symmetrical and either gable or hip angled between 5:12 and 12:12. Arched roof forms of all types are permitted.

ANCILLARY ROOFS may be shed roofs angled no less than 3:12.

EAVES shall be continuous.

DORMERS shall be habitable and placed a minimum of 3 feet from side building walls.

ROOF PENETRATIONS, including vent stacks, shall not be on the front roof slope and shall match the color of the roof.

SKYLIGHTS shall be flat.

ROOF COLORS shall be approved from the Project Architect's List.

WINDOWS AND DOORS

MATERIALS:

Windows shall be made of painted aluminum, wood or vinyl and shall have clear, lightly tinted, or non-reflective glass.

DOORS:

All doors (to include garage doors) shall be painted wood or composite wood, if they can be viewed from the street. Other garage doors may be metal. All garage doors must be single bay.

SHUTTERS:

Shall be either louvered, bead board or paneled and made of wood or cementious and sized to match associated openings.

CONFIGURATIONS:

WINDOWS shall be single, double, triple-hung, or operable casements. Windows shall be rectangular with a vertical or square proportion. Palladian windows are discouraged. Transoms shall be oriented horizontally with equal proportioned panes of glass. A divider shall separate multiple windows in the same rough opening. The centerline of the window sash shall align within the centerline of other windows on the front facade or be a decorative window. There shall be no flush to the plate mounted windows. All windows will be trimmed appropriate to the architectural style. Window trim is required.

MUNTINS shall be true or simulated divided panes. Panes shall be similar proportions, throughout the building.

BAY WINDOWS shall extend to the floor inside and to the ground outside, or be supported by visible brackets.

STORM WINDOWS AND SCREENS shall cover the entire window area.

DOORS (except garage doors) shall be side hinged. Sliders are discouraged at main residence and disallowed on the rear of the structures around the green.

GARAGE DOORS No garage doors shall face the street front, unless they are set back from the front of the house and have received a variance from the review board due to site constraints. If such doors are permitted, they must be architectural in nature and metal will not be permitted.

ATTACHMENTS

MATERIAL

CHIMNEYS where visible shall be brick, stone, or stucco.

FLUES may be galvanized metal, but must be enclosed in a chimney.

AWNINGS shall be a light metal armature with a canvas membrane.

RAILINGS shall be generally made of wood or ornamental iron.

CONFIGURATION

CHIMNEYS shall extend to the ground and have a projecting cap.

RAILINGS shall have top rails and horizontal bottom rails centered on the balusters. Bottom rails shall clear the floor.

BALCONIES shall be visibly supported by brackets and shall not exceed 5 feet in depth.

POSTAL NUMBERS shall be placed on the principal building facades.

AWNINGS shall be sloping rectangles without side or bottom soffit panels.

GENERAL NOTES

COLORS

All exterior colors must be submitted and approved by the ARB. However, the use of color is encouraged.

COTTAGES/ACCESSORY STRUCTURES:

No accessory structure shall exceed the height of the main residence, with a maximum height of 28' feet.

There shall be no more than 4 structures on the main residence side and no more than one structure on the park side. These structures may include one main residence, one cottage and one detached garage. Additional buildings may consist of approved workshops, pool house casitas, or storage buildings.

All heights are measured from the highest point on the property.

CONSTRUCTION PLAN APPLICATION

Conceptual Review:

Applicant will submit review fees at this time.

Four copies to be submitted:

Lot # _____

Date _____

Property Owners Name _____

Present Address _____

Home # _____ Work # _____

Architect _____ Phone # _____

Landscape Arch. _____ Phone # _____

Contractor _____ Phone # _____

Submittal Information:

1. Site Plan (sketch of park side & main residence)
2. Elevations (sketch of park side & main residence)
3. Floor Plans (general layout including approx. sq. ft. of all buildings)
4. Landscape Design (proposed layout and of plants & trees)
5. Style Declaration (select one of seven styles)
6. Proposed list of exterior material and colors.
7. Photos of similar structures (optional)

Other Notes:

See application for additional information to be submitted.

This review is a way of steering the applicant so as to expedite the approval process.
This response will not be considered binding.

Preliminary Review:

Four copies to be submitted:

Lot # _____ Date _____

Property Owners Name _____

Present Address _____

Home # _____ Work # _____

Architect _____ Phone # _____

Landscape Arch. _____ Phone # _____

Contractor _____ Phone # _____

Submittal Information:

1. Site Plan (to include tree and topo, proposed footprint, driveways, walkways)
2. Elevations (all sides of all structures, to include details and color samples)
3. Floor Plans (precise layout including room labels & sq. ft. of all buildings)
4. Landscape Design (detailed plant & tree identification and layout)
6. Proposed list of materials and sample of exterior finishes as requested.
7. Photos as needed (optional)

Other Notes:

See application for additional information to be submitted.

Note that the architect or building designer should attend this meeting.

Final Review:

Not less than five copies should be submitted. One will be returned to applicant with response and will remain with the Chairman of the Architectural Review Board or the Declarant.

Lot # _____ Date _____

Property Owners Name _____

Present Address _____

Home # _____ Work # _____

Architect _____ Phone # _____

Landscape Arch. _____ Phone # _____

Contractor _____ Phone # _____

Submittal Information:

1. Site Plan (all preliminary information, utility connections, other pertinent information)
2. Elevations (any revisions to preliminary, color and sample boards on request)
3. Floor Plans (precise layout including room labels & sq. ft. of all buildings)
4. Landscape Design (complete plan delineating all landscaping, fencing, hardscape materials, plantings, irrigation, drainage, lighting, "street tree" specimens and locations.)
5. Photos as needed (optional)

Other Notes:

See application for additional information to be submitted. Note that the architect or building designer, as well as the landscape architect or site planner should attend this meeting.

EXHIBIT B-1

IPM PLAN

Howard Ranch Hays County Dripping Springs, Texas

IPM PLAN for TURFGRASS

1. Pests to be controlled: turfgrass weeds, diseases, and insects
2. Integrated Pest Management (IPM) of turfgrass involves the use of multiple control tactics to keep selected pests below an acceptable injury level. IPM has a series of responsibilities, the primary one being the proper identification and understanding of the pest. Selected pests are only those which pose a threat to turf quality. Common turfgrass pests are weeds (including crabgrass, and dallisgrass), diseases (including brown patch, dollar spot, and pythium blight), and insects (including fire ants, mole crickets, sod webworms, and armyworms).

The tactics included in this IPM plan are: a.) physical, b.) cultural, c.) biological, and d.) chemical. The goal of the IPM plan is to emphasize the physical, cultural and biological tactics and minimize chemical use, thereby lessening the effects on the hydrologic system.

3. Life cycle of pests:
 - a. Crabgrass (*Digitaria* spp.). Crabgrass is an annual grass spread primarily by seed and to a minor extent by rooting from lower nodes. Crabgrass is a short, bunching, leafy grass, light green in color. It is frequently found in over-watered turf and/or compacted soils.
 - b. Dallisgrass (*Paspalum dilatatum*): Dallisgrass is a warm-season annual grass. It is a coarse-textured, bunch-type grass that spreads primarily by seed. Lower leaves may be hairy, while all are noticeably shiny. The seed stalks of dallisgrass are sparsely branched on long stems, and contrast dramatically in desired turf.
 - c. Brown Patch (*Rhizoctonia* spp.): Brown patch is a fungal disease most likely to damage bermuda grass and St. Augustine grass in the spring or fall. Areas of turf affected with brown patch consist of irregular brown areas that range from a few inches to many feet in diameter. Environmental conditions that favor disease development are day temperatures above 85°F, high relative humidity, and prolonged overcast wet periods. Excessive nitrogen fertilization and frequent irrigation also favor development.
 - d. Dollar spot (*Scierotinia homoeocarpa*): Dollar spot in turf consists of small circular areas about 2 inches in diameter, which are brown or straw in color. Moderate temperatures (60° to 80° F), excess moisture and excess thatch lead to development of this disease, especially on closely cut turf.

- e. **Pythium blight (*Pythium* spp.):** Pythium blight kills turf in small irregular spots. The fungi produce spores that survive for long periods in the soil, but develop rapidly with excessive moisture. Blackened leaves of affected grasses wither rapidly and turn reddish brown. At high temperatures, severe damage can occur in low areas of consistently wet turf.
- f. **Fire ants (*Solenopsis invicta*):** The red imported fire ant is a tropical insect that was accidentally introduced into the United States in the 1930's. Fire ants disperse naturally through mating flights, which usually occur in the spring and fall. Fire ants are often moved in soil, sod, and containerized plants. Fire ants do not attack turf, but cause problems when they build earthen mounds for warming their eggs, larvae, and pupae. Mounds may be built in any turf situation. Established colonies produce new queens and workers that, if left uncontrolled, will eventually lead to large populations and additional mounds. Refer to the individual IPM plan on fire ants for specific control measures.
- g. **Mole crickets (*Scapteriscus acletus*):** Mole crickets have grayish brown, velvety bodies with broad spade-like front legs adapted for digging. Adults spend the winter in deep burrows. When the soil warms, they move up to dig in grass and feed on turf insects. In the late spring and early summer, mole crickets fly and mate. Females lay eggs in chambers beneath the soil. The eggs hatch in May and June, with any tunneling caused by the young nymphs obvious by late July.

The most vulnerable stage of the mole cricket is the nymphal stage with earlier treatments ineffective. Treatment will be made only if damage is noticeable and verified by a soap flush. A proposed injury level is 3 nymphs per square feet.

- h. **Sod webworms (*Crambus* spp.):** Sod webworms are the larval form of lawn moths. Larvae are slender grayish, black-spotted caterpillars about 3/4 inch long. Adults are small and vary in color from white to gray. Moths hide during the day, but after mating, drop their eggs over grass at dusk. Eggs hatch in a few days and larvae begin to feed. They pupate in silken tunnels found in the soil/thatch layer. There are 2-4 generations a year with the last spending the winter in the larval stage. Grasses are most susceptible July through September. The presence of larvae is verified by a soap flush with a proposed injury level set at 15 or more per square yard.
- i. **Armyworms (*Psuedaletia* spp.):** Armyworms are the larval form of moths and thus have complete life cycles with eggs, larvae, pupae, and adults. They are dull brown, tinged with red, and thick-bodied. Adults fly at night and lay eggs at the base of grasses or nearby plants. Armyworms feed at night, hiding in thatch during the day. Generations overlap, with as many as six generations a year. The presence of armyworms is verified by soap flush with a proposed injury level set at 5 per square feet.

4. Control tactics:

- a. Physical control tactics include simply removing the pests by hand, trapping, or mowing the pests. Weeds can be physically removed with the help of hand-tools.
- b. Cultural control tactics are those that maintain the quality of turfgrass by providing the best possible growing conditions. These practices are constantly monitored, evaluated, and adjusted for their direct effect on turf quality and the reduction of pest populations.

To achieve quality turf grass, and minimize the need for synthetic fertilizer and pesticides, the following practices will be used:

1. Irrigation: The goal with turfgrass irrigation should be to maximize the efficient use of water and minimize any irrigation runoff. If an automatic irrigation system is used, it should be visually monitored while in use on a regular basis. Spray heads should be adjusted to prevent over-spray onto pavement, and any broken heads should be fixed promptly. Overwatering can lead to turfgrass disease; therefore the watering schedule should be adjusted regularly to fit the prevailing weather conditions. Irrigation at dawn allows for drying of the leaf surface before nighttime, thus minimizing the opportunity for disease.
2. Mowing: Mowing should occur on a regular basis, and no more than one-third of the leaf blade should be removed at a time. Grass clippings should not be bagged, and any grass clods resulting from mowing should be scattered. Clippings will return nitrogen back to the soil as they decompose, minimizing the need for fertilization. To minimize the opportunity for plant disease, avoid mowing wet foliage; keep mowers adjusted and blades sharp. Maintain a high mowing height within a species' adapted range. Raise the mowing height during periods of environmental stress or disease outbreaks. Weeds should always be mown before seed is produced.
3. Top dressing: Top dressing (spreading a thin layer of compost or other organic matter on the turf) is an effective way to fertilize the soil and control thatch. Control of thatch will reduce the chance for disease and improve water filtration. Thatch is a layer of dead leaves and stems held together by grass roots and stolons. Though a thin layer of thatch seems to be beneficial to the growth of turf, thick layers can cause the turf to grow aboveground and can contribute to disease and insect problems. Thatch can severely restrict the movement of pesticides. Top-dressing with compost may reduce the severity of certain plant diseases.
4. Aerification: Aerification is the process of de-compacting the top few inches of soil by removing soil cores or simply punching holes into the soil. This practice increases water infiltration, relieves soil compaction, and accelerates decomposition of the thatch layer.
5. Fertilization: The nutrient requirements of turf grass vary with the amount of organic matter in the soil and the amount of water received. The amount and frequency of fertilizer use will be dependent on an analysis of the soil. A 3-1-2 ratio of macronutrients (N-P-K) is usually best. Granular fertilizers will be slow-release (a.k.a. timed-release). Top-dressing with organic fertilizer is ideal. Slow-release and organic fertilizers shall be lightly irrigated to incorporate the nutrients into the soil and make them less available for runoff. Fertilizers shall not be applied during wet weather or when rainfall is imminent. Fertilizers shall not be applied within any environmentally sensitive areas, or within 50' of a waterway.

5. Overseeding: Overseeding of turfgrass with a cool-season grass while the warm-season grass is dormant may inhibit weed germination.
 6. Disease-resistant species: Plant disease-resistant species and cultivars whenever possible. Recommendations for regionally adapted cultivars can be obtained from most Cooperative Extension Service offices.
 7. Night lighting: Since the adults (moths) of sod webworms and armyworms are attracted to lights at night and they oviposit nearby, place lights away from sensitive turf areas. Lights with the yellow range are also much less attractive to night flying insects.
- c. Biological control tactics for fire ants will include the use of nematodes. Nematodes (Neopleotana Carpocapsae), which are slender, microscopic, unsegmented worms, may be applied over the turf during the warm season to control soil dwelling insect pests. Best results are obtained by applying the nematodes in the late afternoon, just before sunset.

Insect	Active Ingredient(s)	Product Name
Fire Ants	Neopleotana Carpocapsae	ANTidote®

- d. Chemical control tactics may include the use of herbicides, fungicides, and/or insecticides. The user shall be a qualified applicator, shall read the product label, and shall strictly follow manufacturer's directions. Chemical control of weeds will be limited to spot treatment with the use of a non-selective post-emergence herbicide. Pre-emergence herbicides will not be used. The use of each chemical will be re-evaluated every year so that the most effective and most environmentally sensitive products will be used.

1.) Herbicide List:

Weeds	Active Ingredient(s)	Product Name
Crabgrass	Glyphosate	Roundup®
Dallisgrass	Glyphosate	Roundup®

2.) Fungicide List:

Disease	Active Ingredient(s)	Product Name
Brown Patch	Propiconazole	Banner®
Dollar Spot	Propiconazole	Banner®
Pythium Blight	Metalaxyl	Subdue®

3.) Insecticide List:

Insect	Active Ingredient(s)	Product Name
Mole Crickets	Fluvalinate	Mavrik®
Sod Webworms	Bacillus thuringiensis (BT)	Dipel®
Armyworms	Azadirachtin	Turplex®

5. This IPM plan is a dynamic document. if other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned. Please note that no endorsement of named products is intended, nor is criticism implied for products that are not mentioned.

IPM PLAN for TERMITES

1. Pest(s) to be controlled: termites.
2. Biology of the eastern subterranean termite, Reticulitermes flavipes:

Subterranean termites are social insects that live in colonies of winged reproductives, sterile workers and soldiers. Overcrowded conditions prompt reproductives to swarm, usually during the first warm humid days of spring. Winged termites are often confused with ants but their equal-sized pair of wings can identify them. It is important that a positive identification be made of suspected termite infestations. Subterranean termites are different from other termites in that they must have regular contact with moisture. This is generally accomplished by building earthen tubes to the soil. Water leaks in structures provide a good environment from which termites can build tubes. In most structures, these tubes are visible on exterior walls, but they may be present on interior walls as well if termites have gained access through cracks in slabs.

The important first step in a termite control program is the elimination of conditions that favor termite survival. These steps include the removal of wood debris around structures, eliminating areas of earth-to-wood contact and constructing barriers to termite entry. It is also important to regularly monitor structures for signs of moisture, damaged wood, or earthen termite tunnels and to act only if these signs are present. The most vulnerable stages of the termite colony are the eggs and immatures.

3. Control tactics:
 - a. Physical control tactics will include the plugging of cracks and crevices in structures that may provide access. Any exterior feature that leaks water such as guttering and water pipes will be repaired. Physical controls also include the use of a stainless steel wire mesh perimeter barrier around the building. Installers should be trained and accredited for quality control.

Material	Product Name
316 marine grade stainless steel w/approximately-sized aperture	TermiMesh™

- b. There are no mechanical control tactics currently available to control termites. However, sand barriers have been tested as a deterrent to tunneling and may soon be recommended as a control alternative.
 - c. There are no biological control tactics currently available to control termites.
 - d. Least-toxic chemical control tactics will involve the use of insect growth regulators (used as baits) and/or chemical barriers that are undetectable by termites.

Active Ingredient	Protection Method	Product Name
Fenvalerate	Chemical barrier	Pydrin™
Imidacloprid	Chemical barrier	Premise®
Hexaflumuron	Insect growth regulator	Sentricon™

4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for RODENTS

1. Pest(s) to be controlled: rodents.
2. Biology of the common house mouse, Mus musculus, roof rat, Rattus rattus and Norway rat, Rattus norvegicus:

The house mouse, roof and Norway rats are rodents intimately associated with people, and are found almost everywhere humans live or work. While wild mice and rats will invade houses when weather changes, these pests are dependent on man for shelter and food. The reproductive rate of rodents in general and mice in particular is very high. Female mice produce 10 litters a year, 6-7 young per litter. Rats are almost as productive, but suffer high mortality. All rodents respond to trapping or other declines in their population by producing more litters.

Strategies to control rodents involve primarily preventative steps to limit access to shelter and food, trapping to reduce small populations, and poisoning.

3. Control tactics:
 - a. Physical control tactics will include the filling of access holes, making food storage rodent-proof, and the use of barriers. These measures will include the inspection of sewer lines into dwellings and cracks in foundations.
 - b. Mechanical control tactics will include the trapping of rodent populations in snap traps or glue boards. A large number of traps will be placed to have the desired effect on the population.
 - c. The use of domestic cats will be considered as a biological control tactic, if they will not become pests themselves.
 - d. Non-toxic and less persistent control tactics will include the use of cholecalciferol, which will not lead to secondary poisoning.

Active Ingredient(s)	Product Name
Cholecalciferol	Quintox®

- e. More persistent chemical control tactics will include the use of anticoagulants placed in bait boxes to prevent secondary poisoning.

Active Ingredient(s)	Product Name
Warfarin and Sulfaquinoxaline	Prolin®

4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for
ROACHES

1. Pest(s) to be controlled: cockroaches.
2. Biology of the German cockroach, Blattella germanica:

There are five species of cockroaches that commonly infest houses, with the German cockroach being one of the most widely distributed. Roaches are tropical insects that have adapted to living with man by seeking areas where they can get warmth and moisture, such as bathrooms and kitchens. Female roaches glue egg cases, called ootheca, to the surfaces of any dark place. The average development time for the German cockroach from egg to adult is 55-68 days. Adults can live more than 200 days. They are active at night.

3. Control tactics:
 - a. Physical control tactics will include the sealing of cracks and crevices and the screening of windows and vents to limit access from the outside. Roach traps will be used to monitor to pest population.
 - b. Cultural control tactics will include good sanitation, including the proper storage of food and regular cleaning.
 - c. There are currently no biological control tactics available for control of cockroaches.
 - d. Non-toxic and less persistent control tactics will insecticidal dusts and baits, and insect growth regulators.

Active Ingredient(s)	Product Name
Boric acid powder	Roach Rid®
Silica aerogel and Pyrethrum	Drione®
Hydramethylnon	Combat®
Hydroprene	Gencor™

4. This IPM plan is a dynamic document. If other control tactics are found to be effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for MOSQUITOES

1. Pest(s) to be controlled: mosquitoes.
2. Biology of the mosquito, Order Diptera, Family Culicidae:

Adult mosquitoes are small, slender, long-legged flies with a long piercing mouthpart called the proboscis. Mosquitoes develop through four distinct stages: egg, larva, pupa, and adult. Adult females feed on animal blood for the protein needed to produce eggs. Eggs are laid singly or in clumps on still or slow-moving water. Some mosquitoes lay eggs in temporary water basins such as tree holes or at the edges of flood prone areas.

Mosquito eggs may lie dormant for months before hatching, but under most circumstances hatch within 2 to 6 days. The aquatic larva and pupa stages each take from 4 to 10 days to develop and represent the most vulnerable stages. Adults can live up to 2 months after emergence. Most mosquitoes die within yards of where they emerged.

The most effective method of controlling mosquitoes is to limit the number of water basins where eggs can hatch. Examples of temporary basins include cans and jars, clogged roof gutters, used tires, plant saucers, plastic sheeting, and wheelbarrows. Larger, more permanent water basins can be drained or filled in. However, not all water basins can or should be altered for environmental reasons. In addition, the excessive use of fertilizers should be discouraged as fertilizers in water will promote algae blooms that protects the mosquitoes from predation by fish.

3. Control tactics:
 - a. Physical control tactics will include the use of screens on windows and doors. Electric "bug zappers" will not be used, as they are not effective at reducing mosquito populations since they target only adults, and affect non-target insect populations as well.
 - b. Mechanical control tactics will include the use of suffocating surface film where practical. This will include those basins not subject to runoff. The films to be used are highly refined and biodegradable, with no effect on human or non-target species.
 - c. Biological control tactics will include the use of native mosquito-eating fish (Gambusia) in permanent pools, where a viable fish population can be maintained.
 - d. Least toxic and less persistent chemical control tactics will include the use of Bacillus thuringiensis israelensis or pyrethrum larvicides. These products will be applied to water basins

Active Ingredient(s)	Product Name
Bacillus thuringiensis israelensis	Mosquito Dunks®
Encapsulated pyrethrum	Tossits®

4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for FLEAS

1. Pest(s) to be controlled: fleas.

2. Biology of the cat flea, Ctenocephalides felis:

Fleas are associated with warm-blooded animals and pass through four life stages: egg, larva, pupa, and adult. Optimal flea development is at 65 to 80 degrees F. with a relative humidity of 70%. Hot dry summers reduce flea populations while cool rainy weather increases populations. When adult fleas emerge from pupae, they immediately seek a blood meal from warm-blooded animals. After mating, females lay eggs on hosts or on their sleeping areas. Eggs hatch into larvae within 12 days and usually feed on organic debris for 8-24 days. Pupae usually emerge into adults in 5-7 days. If conditions for development are unfavorable, larvae can live for up to 200 days and pupae for up to one year. An effective control strategy is to arrest flea development before the pupal stage to prevent explosive population growth when optimal conditions occur.

3. Control tactics:

- a. Physical control tactics will include combing and bathing of pets, and vacuuming or washing of rugs, carpets, furniture and pet sleeping areas. The number of fleas captured in combs is to be used as an indicator of the overall flea population and should be monitored. When fleas reach annoying levels, an increase in fleas captured in combs prompts the next control tactic.
- b. Mechanical control tactics will include the screening of pets from areas where fleas congregate or where vacuuming or washing would be difficult. If flea monitoring indicates mechanical controls have not decreased the flea population, then next control tactic is prompted. Note: Some non-toxic control products work mechanically, but are included in the non-toxic category.
- c. Biological control tactics include the use of nematodes, which are slender, microscopic, unsegmented worms. This nematode has been cultured to hunt, seek, and destroy specific soil-borne insects.

Active Ingredient(s)	Product Name
Neopleotana Carpocapsae (nematode)	ANTidote™

- d. Non-toxic and less persistent control tactics will include dusting pets, and the places they inhabit, with products containing pyrethrum, silica aerogel, or diatomaceous earth. Yards or other outdoor areas inhabited by pets will be sprayed with products containing insecticidal soap, pyrethrum, or rotenone. Higher concentrations of fleas may occur in the shady areas versus the dry sunny areas. An insect growth regulator will be added to the spray before application.

Active Ingredient(s)	Product Name
Silica aerogel, pyrethrins, and piperonyl butoxide	Drione®
Pyrethrins, piperonyl butoxide, and diatomaceous earth	Permagard®

Insecticidal Soap	Safer's Soap®
Pyrethrins, piperonyl butoxide, and rotenone	Organocide®
Fenoxycarb	Torus®

- e. More persistent chemical control tactics will include using pet collars containing organophosphates, and the use of pyrethroids to control fleas outside.

Active Ingredient(s)	Product Name
Dichlorvos	Hartz®
Permethrin	Flee®

4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for FIRE ANTS

1. Pest to be controlled: red imported fire ants.
2. Biology of the red imported fire ant, Solenopsis invicta:

The red imported fire ant is a tropical insect that was accidentally introduced into the United States in the 1930s and has spread unchecked across the Southeast and into Texas. Fire ants disperse naturally through mating flights that usually occur in the spring and fall, but may occur anytime warm humid conditions exist, even during the winter. Fire ant queens are also dispersed by the movement of infested nursery stock and turf sod, and even by vehicles. Fire ant colonies are known to raft to higher ground during floods. The most visible indication of the presence of fire ants is their characteristic cone-shaped mounds. The only way to effectively control or suppress fire ants is to use a method that will stop egg production by the queen(s). Killing workers will have no lasting effect on the fire ant colony. Therefore the use of granular insecticides, which frequently do not come in contact with the queen, is not a long-term solution. The ineffective use of pesticides, especially in environmentally sensitive areas, should be avoided.

3. Control tactics:
 - a. Physical control tactics will include the use of hot water to drench individual fire ant mounds. Mounds will be drenched mid-morning with at least a gallon of hot water on the sun-side of the mound in an attempt to kill queen(s). Drenched mounds will be rebuilt by surviving workers, but the colony will soon disperse if the queen is killed. If mounds persist, it will prompt the use of the next control tactic.
 - b. There are no mechanical control tactics available to control fire ants.
 - c. Biological control tactics include the use of nematodes, which are slender, microscopic, unsegmented worms. This nematode has been cultured to hunt, seek, and destroy soil-boring fire ants by invading ant colonies.

Active Ingredient(s)	Product Name
Neopleotana Carpocapsae (nematode)	ANTidote®

- d. Non-toxic and less persistent control tactics include the broadcast of fire ant baits. Fire ant baits are designed to be attractive to foraging fire ants and eventually become passed to the queen(s). The effect of the bait will be to neutralize the queen by stopping egg production. Because fire ants will not forage when ground temperature is below 70° or above 95°, and because the baits will not remain attractive if wet, care shall be taken to apply the baits when the soil and vegetation are warm and dry. Apply baits when no rain is expected for at least 8 hours. In summer, apply baits in the evening, since ants do not forage during extreme heat. As fire ant baits require several weeks or more to affect colonies, the next control tactic will only be prompted by the persistence of active mounds over a long period.

Active Ingredient(s)	Product Name
Fenoxycarb	Logic®
Hydramethylnon	Amdro®, Combat®
Spinosad	Eliminator®
Methoprene	Extinguish™
Abamectin	Ascend™, Raid®
Pyriproxyfen	Spectracide®

- e. More persistent chemical control tactics will include the use of liquid drenches or dusts that kill ants on contact. These products are appropriate for individual mound treatments only.
4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

Filed for Record in:
Hays County
On: Jun 09, 2005 at 03:06P
Document Number: 05016130
Amount: 162.00
Receipt Number - 126376
By,
Rose Robinson, Deputy
Lee Carlisle, County Clerk
Hays County