

201909829

ELECTRONICALLY RECORDED

Official Public Records

9/16/2019 8:17 AM



Janet Parker

Janet Parker, County Clerk

Burnet County, TX

Pages: 25 RES Fee: \$ 122.00

**THIRD AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

RANCHES AT BENTLEY RIDGE SUBDIVISION

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BURNET

§

§

963 Burnet, LLC, a Texas limited liability company (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Burnet and the State of Texas, and being more particularly described as follows:

Being all of that certain tract of land containing 259.89 acres of land, more or less, situated in the A.C.C. BAILEY SURVEY ABSTRACT NO. 132, the M. HIRSCHPOLD SURVEY, ABSTRACT NO. 408, the D. WINCHEL SURVEY, ABSTRACT NO. 950, the WILLIAM M SPITLER SURVEY, ABSTRACT NO. 1344, and the J. HARRIS SURVEY, ABSTRACT NO. 1779, Burnet County, Texas, said tract being a resurvey of the tract described in the deed to 963 Properties, LLC recorded under Instrument Number 201203245 of the Official Public Records of Burnet County, Texas. Said tract of 259.89 acres of land being more particularly described by metes and bounds description shown in EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof.

Declarant does hereby file these Third Amended and Restated Declaration of Covenants, Conditions, Easements & Restrictions and does declare and impose upon the Subdivision the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. These Third Amended and Restated Declaration of Covenants, Conditions, Easements & Restrictions replaces and supplants the Second Amended Declaration of Covenants, Conditions, Easements, & Restrictions previously filed by Declarant recorded under Instrument Number 201908450 which replaced and supplanted the Amended Declaration of Covenants, Conditions, Easements, & Restrictions previously filed by Declarant recorded under Instrument Number 201905037 which replaced and supplanted Declaration of Covenants, Conditions, Easements, & Restrictions previously filed by Declarant recorded under Instrument Number 201902497. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any Lot in the Subdivision is hereafter conveyed or transferred. The covenants, conditions, easements, and restrictions established hereby will run with the land and will be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

ARTICLE I PURPOSE

- 1.01 Purpose: The Subdivision is encumbered by this Third Amended Declaration of Covenants, Conditions, Easements & Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

ARTICLE II DEFINITIONS

- 2.01 Definitions: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.
- a. "Association" means, BENTLEY RIDGE HOA, INC., a Texas non-profit corporation, its successors and assigns as provided for herein, which has the power, duty and responsibility of administering and enforcing the restrictive covenants contained in this Declaration and any Amended or Supplemental Declaration. The Association is a "property owners association" as that term is defined in Texas Property Code § 202.001(2).
 - b. "Committee" shall mean and refer to the Architectural Control Committee of Bentley Ridge Subdivision.
 - c. "Subdivision" means the properties described in the Subdivision Plat collectively known as Bentley Ridge and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.
 - d. "Lot" means any of the plots of land as shown on the Subdivision Plat.
 - e. "Subdivision Plat" or "Plat" means the maps or plats of THE RANCHES AT BENTLEY RIDGE PHASE ONE and THE RANCHES AT BENTLEY RIDGE PHASE TWO, filed for record under Document Nos. 201902152 and 201904820 in the Official Public Records of Burnet County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Burnet County, Texas.
 - f. "Living Unit" means a single-family residence and its garage situated on a Lot.
 - g. "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living

Unit.

- h. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Subdivision, including contract sellers.
- i. "Declarant" means 963 Burnet LLC, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from 963 Burnet, LLC in the ordinary course of business shall be considered a "Declarant."
- j. "Resident" means each Owner who resides within the Subdivision, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Subdivision, and any individual who is otherwise lawfully domiciled in a Living Unit.
- k. "Member" shall mean and refer to all of those Owners who are members of the Association as provided herein.
- l. "Board of Directors" and "Board" means the Board of Directors of Bentley Ridge Homeowners Association, Inc., the election and procedures of which shall be as set forth in the Certificate of Formation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporate law.
- m. "ACC" means the Architectural Control Committee of Bentley Ridge Subdivision.
- n. "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions for Bentley Ridge Subdivision, and any amendments and supplements hereto made in accordance with the terms hereof.
- o. "Property" or "Properties" means Lots 1 – 46 more particularly described by metes and bounds as set out on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof and any Lots added to the Subdivision in subsequent phases by way of an Amended or Supplemental Declaration.
- p. "Builder" shall mean and refer to any business entity or individual who constructs, manages, or supervises the construction of new homes or a material improvement to an existing home on behalf of an Owner, whether or not the owner is also the builder.
- q. "Primary Contractor" or "Contractor" shall mean and refer to any business entity or individual who engages in the construction, improvement, or repair of real property and is not the Owner of the lot where the construction, improvement, or repairs are being made.

ARTICLE III PROPERTY RIGHTS

- 3.01 Property Rights: The Architectural Control Committee and the Association shall have a right to enforce these restrictions, and such rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- a. the right of the Association to suspend an Owner's voting rights for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the restrictive covenants contained in this Declaration, and/or the Association's rules and regulations for the duration of the infraction;
 - b. the right of the Association to enforce this Declaration and to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this Declaration and this provision and that the rules and regulations may change from time to time. The Board shall have the authority to enforce this Declaration and the rules and regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard, and other conditions as required by law are given, and a member found to have violated this Declaration or the rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

- 4.01 Approval of Plans Required: The Architectural Control Committee (sometimes hereinafter referred to as the "Committee") shall review all improvements to the Lot to create a harmonious residential community based upon a subjective criteria and these Declarations to enable the Committee to ensure that all homes magnify appeal and do not detract from the appearance of the community. No building, structure, fence, wall, well, septic tank system, recreational facility of any kind, or other improvement shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefore shall have been submitted in writing to the Committee and approved in writing by the Committee as to harmony of external design and color with existing, proposed and contemplated residences in the subdivision and as to location with respect to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography, existing trees and all other matters delineated in this Declaration. The Architectural Committee shall have the power to employ professional consultants to assist it in discharging its duties and may impose reasonable fees for processing any and all submissions, including, but not limited to, a charge to cover the fees of such consultants.

- 4.02 Membership in Committee: The Architectural Control Committee shall be comprised of three or more persons who do not have to be members of the Ranches at Bentley Ridge Homeowner's Association. The initial members shall be appointed by the Declarant. In order to constitute an approval of the Committee regarding any matter coming before the Committee, the approval of a majority of the members of the Committee shall be required. Subject to the terms hereinafter set forth, the Declarant may add additional members to or remove members from the Committee as the Declarant deems necessary or advisable.

In the event there is a vacancy in the Committee, Declarant has the right to fill that vacancy. If Declarant fails to fill a vacancy, the Board of Directors of the Association may fill such vacancy, provided the vacancy or vacancies in Committee membership are not cured by designation of Declarant within such thirty (30) days of written notice by the Board of Directors to the Declarant.

The Architectural Control Committee shall be duly constituted and shall continue to function until a residence on the last available building site is completed and sold or the Declarant relinquishes rights of member appointment to Bentley Ridge HOA, Inc. in writing. After that event, the powers and duties delegated to the Architectural Control Committee shall revert to Bentley Ridge HOA, Inc. At such time as the Architectural Control Committee is turned over to the Association, the Board of Directors shall name three (3) or more Association Members to the Architectural Control Committee. The Committee shall be under the jurisdiction of the Board of Directors and shall function as any other committee that may be formed by the Board. By order and majority of the Board, any member of the Architectural Control Committee may be removed and a replacement named by the Board, or the place may remain vacant, provided there are at least three remaining members on the Committee.

- 4.03 Submission of Plans: All plans submitted to the Committee must be receipted by a member of the Committee or a Committee-designated recipient. The submitted plans and specifications shall specify materials, structural detail, elevations, and the nature, kind, shape, heights, exterior color scheme, and location of proposed improvements or alterations thereto, all in such form as the Committee may reasonably require. Initial submittals to the Committee shall include a site plan, with all pertinent references as to the legal description, setbacks, easements as well as roof plan, floor plans, and all exterior elevations. All floor plans shall be submitted, even if previously approved on other Lots. In the event said Committee fails to approve or disapprove such plans and specifications other than requests for variances within thirty (30) days after the plans and specifications have been receipted by it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Committee shall be the sole authority for determining whether proposed structures, landscape elements and/or modifications or proposed structures comply with applicable covenants, conditions, and restrictions, and are in harmony of design with other existing structures and the overall development plan for the Subdivision. The Committee's objective is to prevent unacceptable, unusual, radical, uncommon, curious, odd, extraordinary, bizarre, or peculiar designs in materials or appearances from being built on, in and/or within the Properties in

conformity with the development plan and design guidelines. From time to time variances may be allowed pursuant to the provisions contained herein below.

- 4.04 Powers: The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain, or capable of more than one interpretation and the right to enter onto the Lot to carry out such purpose. The goal of the Committee is to encourage the construction of dwellings of architectural design, quality, and size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, creates an attractive and harmonious blend with existing and proposed dwellings in the immediate area and natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds, when, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood or to preserve the serenity and natural beauty of the surroundings. Members of the Committee and their representatives shall not be liable to any person subject to or claiming the benefits of this Declaration for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of plans and specifications is solely to determine compliance with the terms of this Declaration and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.
- 4.05 Variances: The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations from this Declaration. In any case, however, the structure with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for a variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variances to an Owner. No individual member of the Committee shall have any personal liability to any Owner or any other person for the acts or omission of the Committee if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Committee with respect to variances shall be final and binding upon the applicant.
- 4.06 Decisions Final: All decisions of the Architectural Control Committee shall be final and binding. There shall be no review of any action of the Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious. In the event of

construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, Declarant, or the Committee may seek to enjoin such construction or seek other relief against the Owner and/or Builder responsible therefor, provided that such offending party shall first be given written notice of the violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Committee, nor any member of such Committee shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration or by any action or non-action taken or not taken by the Committee in connection with the approval or disapproval of plans or requests for a variance. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.

- 4.07 Duties: The Committee 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 Board. The Committee shall review plans and specifications submitted for its review and such other information as it may reasonably require related to the construction of improvements within the Subdivision. The Committee is specifically authorized to review and approve the location and height of all improvements constructed on any Lot to preserve views from adjacent Lots. The Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth herein, any rules or regulations promulgated by the Board or the Committee, and, in the Committee's sole discretion, anything not in harmony with existing structures. The decision of the Committee shall be final and binding. The Committee 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.
- 4.08 Declarant's Right of Appointment: Declarant, its successors and assigns shall have the right to appoint and remove all members of the Committee. Each member of the Committee shall hold office until such time as he or she has resigned or has been removed and his or her successor has been appointed.
- 4.09 Review of Construction, Alteration or Removal of Improvements: The Committee's approval or disapproval or other actions as required in these covenants shall be by majority vote, shall be evidenced in writing and shall be delivered in person or by a letter sent by U.S. mail addressed to the requesting party at an address which must be supplied with the submission of the plans. In the event the Committee should fail to approve or disapprove the plans, specifications and plot plans for construction, alteration or removal of improvements within thirty (30) days after they have been submitted to it, it will be presumed that the same have been approved, provided the same were submitted to the Committee in writing by certified mail, return receipt requested, with an address provided to which the reply should be mailed. The judgment of the Committee in the exercise of its discretion in this respect shall be final and conclusive.

- 4.10 Submitted Plans: Submitted plans must include a full set of construction drawings and a lot layout illustrating all setbacks, driveways, placement of the residence, and any other improvements (by way of example, and not limitation, fences, shops, and pool). Submitted documents, plans, and other supporting documentation submitted will not be returned.
- 4.11 Construction of Improvements: Construction or placement of any improvement approved by the Committee shall commence within three (3) months of such approval; and the completion of such construction or placement must be accomplished within twelve (12) months of the commencement of same. Failure to complete construction of the improvements within twelve (12) months of approval shall require new submission of Plans to the Committee.
- 4.12 Lot Cleaning: All Lots, and the area extending from the Lots to the paved road surface, must be kept clean and clear of unsightly weeds, brush and refuse. If an owner has failed to comply with this provision within fifteen (15) days of written notice by the Committee, the Committee shall have the right to clean and clear the Lot of unsightly weeds, grass, brush, trash, and refuse. Such cleaning and clearing will be at the expense of the particular lot owner and for which a lien in favor of the enforcing party or its assigns, may be placed upon the property, including interest, costs, and attorneys' fees.
- 4.13 Waiver: The Committee may grant such waivers of any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed improvement. Any grant of such waiver must be in writing and signed by a majority of members of the Architectural Control Committee. Such a grant shall not be deemed to constitute a waiver of any right to withhold approval or consent to any subsequent or additional matter whether by the same or different person.
- 4.14 Address: Plans, specifications, and any other applications or documentation required to be submitted to the Committee in these Declarations shall be submitted to the Committee at P.O. Box 622, Liberty Hill, Texas 78642 or such other address as may be designated from time to time in writing by the Committee.
- 4.15 Other Matters: All matters requiring approval of the Committee shall require that such approval be in writing. The date of such submission shall be evidenced by a receipt from one of the Committee members. In the event the Committee fails to approve or disapprove any such matters other than requests for variances within forty-five (45) days after written submission thereof to the Committee (as evidenced by the dated receipt from a member of the Committee), approval will not be required, and the requirement that such approval be obtained shall be deemed to have been fully met. Neither the Declarant nor any member of such Committee shall be liable for damages, or otherwise, to anyone submitting requests for approval or to any Owner who believes himself adversely affected by this Declaration or by any action or non-action taken or not taken by the Committee in connection with any request for approval.
- 4.17 Governmental Approvals/Authorizations: Builders, Contractors, and Lot Owners are responsible for obtaining any and all licenses, permits, or authorizations, necessary or

required for any project or work conducted or to be conducted on an Owner's Lot. Builders, Contractors, and Lot Owners assume all obligation to research and exercise due diligence to ensure that any project initiated or planned for any Owner's Lot comply with any and all applicable municipal, county, state or federal rules, statutes, regulations, or ordinances.

ARTICLE V RESTRICTIONS AND COVENANTS

- 5.00 ALL PLANS FOR CONSTRUCTION OR OTHER ONSITE IMPROVEMENTS MUST BE APPROVED IN WRITING IN ACCORDENCE WITH THIS DECLARATION PRIOR TO ANY IMPROVEMENTS BEING PERFORMED ON THE PROPERTY.
- 5.01 Residential Use: All Lots are hereby restricted exclusively to single-family residential use. The term "single-family residential use" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. No Lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any Lot other than a conventional on-site constructed single-family residence with such ancillary structures and buildings as a storage building, workshop, garage, guest house and servant's quarters. No more than one single-family residence may be erected on a Lot. The term "conventional on-site constructed single-family residence" shall exclude specifically mobile homes, double-wide mobile homes, house trailers, modular homes and move-on homes. A private single-family residence may be comprised of several buildings, including, but not limited to, a garage, a pool house, a gazebo, a guest-house and/or any other outbuildings ancillary to the main house, subject to the approval of the Architectural Control Committee, provided, however, that the main house must be constructed prior to any ancillary buildings. Notwithstanding anything herein to the contrary and without limiting Declarant's other rights herein, Declarant may, but is not required to, modify the existing house on Lot 8 and such modifications may deviate from these restrictions at the sole discretion of Declarant. This exception in no way terminates the other lots from complying completely.
- 5.02 Ancillary Buildings: Except as provided in this paragraph, any ancillary building constructed on any Lot in accordance with Section 5.01 must match the main house in style and exterior colors. Ancillary buildings can be metal or wood in construction.
- 5.03 New Construction Only: Any and all structures, fences, walls, recreational facilities or other improvements erected, altered or placed on any portion of a Lot shall be of new construction and shall be built in place unless otherwise approved by the Architectural Control Committee. No structure of temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, or other out-buildings shall be used anywhere on, in or within a Lot at any time.

5.04 Size and Specifications:

- a. No building, structure or other improvement shall be commenced, erected, placed or maintained on any Lot, nor shall any addition to or change or alteration thereto be made, until the construction plans and specifications, exterior materials, color selections and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Architectural Control Committee. A residence may not be lived in or occupied until it is in full compliance with these restrictions and substantially completed.
- b. Each single family residence shall contain no less than 1,600 square feet of heated and air conditioned (HVAC) living space and no less than 2,250 square feet of total slab foundation unless otherwise approved in writing by the Architectural Control Committee. Terraces, patios, driveways, carports, and sidewalks shall not be included or taken into consideration for the purposes of determining whether a residence complies with this subsection.
- c. All residences must have, at a minimum, an enclosed two-car garage with a minimum square footage of 400 square feet either attached to or detached from the residence. Porte-cocheres are permitted with Committee approval. The garage shall be either side entry or front entry and shall be enclosed with garage doors. All garage doors, at a minimum, must be constructed of metal panels that have a wood-like finish.
- d. Use: No garage shall be permitted to be enclosed for living or used for purposes other than storage of automobiles and other common residential uses. All garage doors shall be kept closed when not in use.
- e. Roofs must be laminated, 30 year composite shingle, architectural, or better. The minimum pitch for all roofs shall be 4/12 on main roof structures and 3/12 on accent roof structures including porches, shed roofs over windows and other ancillary structures as approved by the Architectural Control Committee.

5.05 Time for Construction:

- a. The construction of a structure or improvement shall be continuous and proceed in an orderly fashion without interruption, and any structure or improvement on a Lot shall be completed in a reasonable time, not to exceed twelve (12) months from the commencement of construction.
- b. Commencement of construction shall mean the first on-site work for construction, including, but not by way of limitation, excavation or site preparation for the purpose of foundation.
- c. Materials and equipment necessary for construction, and all debris resulting from clearing or construction shall be confined to the Lot. Debris shall be stored in either a dumpster or bin and removed during and at the end of construction as necessary to

maintain a clean building site and avoid any such debris from migrating off the lot. No materials, equipment or debris shall be operated or left on any other Lots, Common Areas, or roadway.

5.06 Setback Requirements and Front and Rear Building Lines:

- a. Setback Requirements: Residences constructed on all Lots shall be subject to a front building line setback of not less than one hundred (100') feet from the front property line. Residences, garages, or any other building of any kind shall be subject to a building line setback of not less than fifty (50') feet from any side property line and fifty (50') feet from any rear property line. The front, side and rear building projection lines of improvements constructed on any Lot as defined in paragraph 5.06 (b), (c), and (d) below shall not encroach upon the building line setbacks described herein. A variance from these setback requirements may be granted in individual cases where tract size or topography render these requirements impractical in the sole discretion of the Committee. A setback variance must have the written approval of the Committee prior to the commencement of construction of an improvement that would encroach upon any building line setback described herein.
- b. Front Building Projection Line: The front building projection line is that line parallel to the front property line which intersects the most forward projection of an improvement constructed on any Lot, including roof overhangs, decks, and porches.
- c. Rear Building Projection Line: The rear building projection line is that line parallel to the rear property line which intersects the rear-most projection of an improvement constructed on any Lot, including roof overhangs, decks, and porches.
- d. Side Building Projection Line: The, side building projection line is that line parallel to the side property line which intersects the side-most projection of an improvement constructed on any Lot, including roof overhangs, decks, and porches.

5.07 Maximum Height: No building or structure erected, altered or placed on or within the Properties shall exceed thirty (30) feet in height (measured in a vertical plane from the highest roof ridge or parapet to the first floor slab grade).

5.08 Driveways and Sidewalks: Each driveway must be permitted through Burnet County and meet all their driveway requirements including installation of culverts prior to commencement of construction on each lot. All driveways must be at a minimum 6" of road base. Tracking of mud or any on-site material onto a publicly owned roadway is specifically prohibited and it is the Owner's responsibility to clean any publicly owned road of debris. The driveway must be completed before commencement of any other on-site improvements are made. No additional access points will be granted for any tracts adjacent to TxDOT Right-of-Way.

5.09 Quality Workmanship and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be

constructed of quality material and in a workmanlike manner. All improvements, including drainage, shall be maintained to prevent deterioration and to ensure that their appearance and/or function will not be detrimental to the Subdivision.

- 5.10 Storage of Materials and Personal Belongings: No materials or personal belongings of any kind shall be placed upon any Lot except within a garage, storage building or other comparable enclosed structure. Storage buildings may not be placed or built on the property prior to the residence being under construction. Any construction building must be removed, and any construction materials must be properly stored in an enclosed structure, within fifteen (15) days of completion of the structure.
- 5.11 Platted Easements: In addition to those set forth in this Declaration, each Lot shall be subject to all easements, set-back lines, covenants and restrictions set forth in the recorded Subdivision plat covering that particular Lot.
- 5.12 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the Lots in the Subdivision into smaller Lots or tracts. All Lots in the Subdivision will remain the size platted on the Subdivision plat, except that any person owning two or more adjoining Lots may consolidate such Lots into a single building site.
- 5.13 Sewage: Wastewater and sewage shall be disposed of by means of on-site septic systems or similar approved means of sanitary sewage disposal which meet the requirements of Burnet County and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority.
- 5.14 Location of Electrical Meters: The location of electrical meters and other associated electrical equipment necessary for providing electrical service to a Lot shall be located on either side of the main residential structure and shall not be located to face any street or adjacent to any street.
- 5.15 Maintenance of On-Site Water Distribution Utilities: Each Lot Owner shall be responsible for installing, maintaining, repairing, or replacing a water well servicing their residence. All well heads, collection tanks, pumps and electrical components must be screened from view from the street.
- 5.16 "As is, where-is": Each prospective Lot Owner acknowledges that, other than those expressly stated herein, Declarant, its officers, brokers and salesmen, make no express or implied warranties as to the condition of the Lot, the Common Area, nor the Subdivision itself. Each prospective Lot Owner is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Lot as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each Owner is acknowledging that he is purchasing the Lot on an "AS IS," WHERE IS," and "with all faults" basis and is further acknowledging the following:

- a. Water Utility Services: Each lot owner is responsible for installing and maintaining an on-site well, drilled by a licensed well installer through the State of Texas.
 - b. Septic System: Each Lot Owner is responsible for installing and maintaining his own on-site septic system pursuant to all applicable land use regulations, including, but not limited to, those promulgated by the appropriate municipal, county, state, and federal authorities, specifically, the Texas Commission on Environmental Quality and any river authorities or special law districts exercising regulatory jurisdiction. Declarant assumes no and disclaims any and all obligation(s) with respect to sewerage disposal systems and on-site septic systems.
 - c. Electricity: Each Lot Owner is responsible for extending electricity into his Lot. The exact location of the transformer or pull-box shall be determined by Pedernales Electric Cooperative, Inc.
 - d. Telephone: Each Lot Owner is responsible for extending telephone lines into his Lot.
 - e. Television Cable: Declarant has no obligation with respect to cable TV. Declarant has no knowledge as to when or whether a cable company might extend cable services to the Subdivision.
 - f. Gas: Declarant has no obligation to install gas lines within the Subdivision.
- 5.17 Drainage Structures, Ditches, Lakes and Stock Tank: Drainage structures and ditches shall not be altered, constructed, or changed without prior written approval from the Committee and appropriate government agencies.

It is the responsibility of the Lot Owner to maintain that part of any drainage structure and/or ditch that is found on the Lot. The Owner of the Lot is also prohibited from taking any action which will hinder or divert the designed flow of drainage.

Each prospective Lot Owner is provided Notice that the drainage ditches, culverts, and other drainage facilities within the Subdivision may be located on Individual Lots. Each prospective Lot Owner should carefully note the location of the drainage facilities and of any drainage easements, creek beds, and/or 100 year flood plains. Upon the purchase of any Lot, the Owner specifically agrees that such purchase shall evidence the following:

- (i) his acknowledgement that the drainage ditches, culverts, and other drainage features of the Subdivision may be located on individual Lots, on lands which shall be to the public;
- (ii) his acknowledgement that he has carefully checked the Subdivision Plat covering the Lot in which he is interested to determine if any of the Lot is affected by a drainage easement, creek bed or 100 year flood plain;

(iii) his assumptions of the risk for himself, his family, guests, and all other invitees for whom he may legally do so of owning property subject to such drainage facilities, drainage easements, creek beds, and/or 100 year flood plains and knowing the location thereof, without however, subjecting himself to the claims of invitees as third-part beneficiaries of such agreement;

(iv) his agreement to refrain from unsafe conduct in the proximity of such drainage facilities, drainage easements, creek beds, and/or 100 year flood plains and to carefully supervise the conduct of any children for whom he is responsible who may be in or near such drainage facilities, drainage easements, creek beds and/or 100 year flood plains, and

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's partners, officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests, and other invitees to the Lot arising out of or in connection with his or their conduct, unsafe or otherwise, in the proximity of such drainage facilities, drainage easements, creek beds and/or 100 year flood plains.

5.18 Trash Disposal: No Lot shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any Lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Regardless of origin, each Owner must have trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupied Lots must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on-site. It is the Owner's responsibility to ensure that construction debris is contained. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened from view by landscaping or fencing, and shall be subject to the approval of the Committee. Declarant may, at its option, remove any trash, rubbish, garbage, manure or debris situated on a Lot in violation of this covenant. Upon notice but only to the extent required by law, the Owner responsible for such trash, rubbish, garbage, manure or debris, shall be obligated to reimburse the Declarant, as the case may be, for the cost of such removal.

5.19 Nuisances: No noxious, noisy, offensive, or unlawful activity shall be conducted upon any portion of the Properties nor shall anything be done or permitted to be done thereon which may be or may become a nuisance or annoyance to the owners of adjacent Lots or the Subdivision as a whole. Nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Facilities or otherwise, endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties. Any determination by the Committee that an activity is noxious, noisy, offensive, undesirable, unlawful, or a nuisance or annoyance shall be final and binding on all parties.

- 5.20 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any Lot in the Subdivision. No car, boat or other vehicle or equipment which is not in running condition or regularly used by the lot owner shall be allowed on any Lot in the Subdivision, unless in enclosed storage. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any Lot, except within a garage or other comparable enclosed structure. Vehicles without license tags and/or inspection stickers or with expired license tags and/or expired inspection stickers will also be considered junked, abandoned, or non-operating.
- 5.21 Boats and Trailers: No boats, boat trailers, travel trailers, trailers of any kind, campers, recreational vehicles, motor homes, tractors, and other equipment or other similar property shall be allowed on any Lot unless such items are regularly and frequently used by the lot owner, neat in appearance, well-maintained, and stored behind the rear building projection line of the main residence. None of the above-mentioned items are allowed on any Lot until the residence is completed and occupied. Camping on vacant Lots is prohibited.
- 5.22 Animals: Dogs, cats or other common household pets, not to exceed a total of six (6) in number (exclusive of unweaned offspring), may be kept on any Lot so long as they are not kept, bred or maintained for any commercial purpose. Livestock including fowl, chickens, swine, cattle, horses, sheep, and goats shall be permitted to be kept, housed, or maintained on any Lot. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. If a question arises as to whether an animal, (individually or considered together) is offensive or a nuisance, the Committee shall make the determination and its determination shall be binding on all parties.
- 5.23 Animal Containment: All animals shall be contained within the lot lines by a fence. Animals shall not be allowed outside an owners Lot unless on a leash. Animals may not be kept on the property prior to the owner living in and occupying the residence. Household animals may not be kept on the property prior to the owner living in and occupying the residence. Livestock may be kept on the lot prior to the owner living and occupying the residence for the purpose of keeping and establishing Agricultural Exemptions. Any animal house, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision. It cannot be built and placed on the Lot until the residence is completed, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the Subdivision. All such improvements must be located behind the rear building projection line, must be located within the fenced area and not closer than fifteen (15') feet to the side and rear property lines.
- 5.24 Fences: The plans for all fencing must be approved by the Committee prior to commencement of construction. Fencing is permitted to be installed around the entire

lot. Prefabricated, mass produced, standard metal gates are allowed. No temporary gate is allowed at any time. Barbed wire fences, T-Bar posts, hog and chicken wire and similar other fences are allowed. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be well maintained to prevent sagging and deterioration and installed in a workmanlike manner.

5.25 Signs: Except for signs, billboards or other advertising devices displayed by Declarant (or any related real estate entity controlled or permitted by the Declarant) for so long as Declarant (or any successors or assigns of Declarant to whom the rights of Declarant under this Section are expressly transferred) shall own any portion of the Property, no sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except:

- a. Builders, Realtors or Owners' Representatives may display one (1) sign each, not to exceed a total of two (2) signs per Lot, of not more than six (6) square feet on an improved Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- c. Declarant is specifically is granted the right to immediately enter on any Lot to remove signs not permitted by these Restrictions.

No signs of any character displayed on the Property shall be of the "home made" variety and all signs displayed must be neat and orderly in appearance. No sign or banner which may be perceived as derogatory or negative in nature will be allowed at any time anywhere in the Subdivision. Flag poles are permitted but are limited to one (1) flag pole per Lot. No flag pole may exceed thirty (30') feet in height.

5.26 Clothes Drying Facilities: Outside clothes lines or other facilities for drying or airing clothes outside the residence shall not be permitted.

5.27 Oil, Gas and Mineral Development: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any Lot or upon, in, or within any portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot or upon, in, or within any portion of the Properties. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any portion of the Properties.

5.28 Rights of Declarant: The Declarant or its agents shall have the right to use any unsold Lot for a sales office location or any other purpose that Declarant deems necessary.

5.29 Parking: No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any sort shall be parked in front of any residence for a period in excess of seventy-two (72) consecutive hours. Both the ACC and the Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Lots and the Common Facilities, as either may from time to time deem necessary to ensure the preservation and

appearance of the Subdivision, and such rules and regulations shall be in all respects binding on and enforceable against Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in use set forth in this Section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity, subject to and in accordance with the terms of this Declaration.

- 5.30 Temporary Structures: No structure or improvement of a temporary character, nor any trailer, recreational vehicle, tent, camper, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanent. There shall be no overnight or weekend camping of any kind.
- 5.31 Seasonal Lighting: Decorative Christmas lighting shall not be permitted earlier than Thanksgiving and must be removed no later than January 15.
- 5.32 Exterior Lighting: No light will unreasonably illuminate the improvements on another Lot. Motion sensors may be placed on security lights.
- 5.33 Business Activities: Home business activity is permissible, provided that such activity is not evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than four vehicles at any given time, or exterior signs or storage of identifiable inventory, equipment or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.
- 5.34 Farming: Farming, including row crops, residential gardens, orchards and vineyards are permitted.
- 5.35 Yards: All yards, including trees and plantings of all types, shall be well maintained and kept neat, trim and free of debris at all times. The front yard of any residence shall consist of that area between the street or streets adjacent to the Lot, the Property lines on each side of the Lot, and the rear building projection line.
- 5.36 Landscaping: All landscaping, foundations, statuary, house numbers, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot and from the streets and other Common Facilities must be harmonious and in keeping with the overall character and aesthetics of the Properties. All landscape plans and plans for other improvements on a Lot shall be submitted to the ACC for its approval, or disapproval, prior to the construction, alteration, and/or placement of such items.
- 5.37 Swimming Pools: All swimming pools must be in a fenced enclosure and otherwise comply with local and/or state law for the protection of others.
- 5.38 No Hunting: There shall be no hunting of any kind on any part of the Subdivision.

**ARTICLE VI
BENTLEY RIDGE HOA, INC.**

- 6.01 Organization: The Association is a non-profit corporation created by Declarant for the purposes, and charged with the duties, vested with the powers prescribed by law and organized, all as set forth in its Articles, By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 6.02 Membership: Any person or entity upon becoming an Owner of a Lot shall automatically become a member of the Association, and such membership is compulsory. Membership shall be appurtenant to and shall run with the property interest which qualifies the owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.
- 6.03 Voting Rights: The right to cast votes and the number of votes which may be cast for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the members, shall be calculated as follows:
- a. The owner (excluding Declarant) of each Lot shall have one (1) vote for each Lot owned;
 - b. Declarant shall have ten (10) votes for each Lot owned by Declarant;
 - c. If more than one person holds an interest in any Lot, all such persons shall be members; and the vote for such multiply-owned Lot shall be exercised as the Owners determine amongst themselves, but in no event shall more than one vote be cast with respect to any Lot. Said joint or common Owners of a Lot shall designate, in writing, an individual person or Owner to vote in behalf of such Lot. A copy of such written designation shall be filed with the Secretary of the Board before any such vote can be cast, and upon the failure of the Owners to file said designation, such votes shall neither be cast nor counted for any purpose.
 - d. The cumulative system of voting shall not be allowed.
- 6.04 Owners' Right to Elect Members of the Board: Not later than 60 days after conveyance of 25% of the Lots to Owners other than Declarant, not less than 25% of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than 60 days after conveyance of 50% of the Lots to Owners other than Declarant, not less than 33-1/3% of the total members of the Board of Directors shall be elected by Owners other than Declarant.
- 6.05 Suspension of Voting Rights: Upon compliance with state law, all voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise

in default and/or violation hereunder or under the By-laws or rules and regulations of the Association.

6.06 Registration with the Association: In order that the Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner, resident and Member with these Covenants and the day-to-day matters within the Association's jurisdiction, each Owner, Member and resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member, resident and fiduciary; (b) the business address, occupation and telephone number of each resident; (c) the description and license plate number of each automobile owned or used by a resident and brought within the Subdivision; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the resident cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information. Upon compliance with state law the offending Owner, Member and/or resident may become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in obtain such information

6.07 Duties of the Association: Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

- a. To enforce these Declarations;
- b. To improve, maintain, manage, repair, replace, clean, inspect and protect any property conveyed to the Association, including all improvements, landscaping and equipment located therein or thereon.
- c. To improve, maintain, manage, and repair the Subdivision roadways and drainage facilities.
- d. To improve, maintain, manage, and repair the entry-way to the Subdivision and related signage, landscaping, improvements and equipment;
- e. To perform any duties and obligations assigned to the Association by the Declarant;
- f. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Association By-Laws not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions;
- g. To carry out and enforce all duties of the Association set forth in this Declaration;

- h. To keep books and records of the Association's affairs;
 - i. To obtain and maintain in effect policies of insurance which in the Board's judgment are reasonably necessary or appropriate to carry out the Association functions; and
 - j. To maintain, manage, replace, improve and protect any other function pertaining to the well-being of the Subdivision.
 - k. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Association property, to the extent that such taxes and assessments are not levied directly upon the Members.
 - l. To retain professional services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of this Declaration, or in the performance of any other duty, right, power or authority of the Association.
- 6.08 Power to Indemnify and to Purchase Indemnity Insurance: The Association shall indemnify and may reimburse, and/or advance expenses, and/or purchase and maintain insurance, or any other arrangement on behalf of any person who is or was a director or officer of the Association or the Declarant against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by law. Further, the Association may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this paragraph 6.08 shall not be deemed exclusive of any other rights to which any such person may be entitled under any By-Law, agreement, insurance policy, vote of members or otherwise.
- 6.09 Annual Maintenance Charge: Beginning January 1, 2020, each Lot in the Subdivision, excluding Lots owned by Declarant, is subject to an annual maintenance charge (hereinafter the "AMC"). The initial Annual Maintenance Charge of Two Hundred Dollars (\$200.00) per year shall be due and payable on or before March 31, 2019, and annually thereafter on or before March 31st of each year. The amount of the AMC for each Lot may be increased or decreased by the Board of Directors from time to time, but not more often than once per year. In the event the Board of Directors shall seek to increase or decrease the AMC by more than twenty percent (20%) in relation to the preceding year, the change must be approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30)

days in advance of the meeting using the list of members as compiled pursuant to paragraph 6.06 above. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such increase or decrease shall not be levied unless approved by a majority of those voting at such meeting. The amount of the AMC shall be determined on or before February 1st of each year, with the exception of the initial AMC, and written notice of such assessment shall be sent to each member of the Association on or before March 1st of each year. If no notice is delivered by the Association by such date, the amount of the AMC for that year shall remain the same as the prior year and shall be due on or before March 31st of that year. In the event any member shall fail to pay an assessment on or before March 31st of each year, the AMC shall be deemed delinquent and shall be subject to a late charge of fifty (\$50.00) dollars. The Association voting rights of delinquent property owners shall be suspended until the delinquency is cured. Purchasers who purchase Lots from Declarant shall pay a pro-rated AMC from date of purchase through the following March 31st. Notwithstanding the foregoing, the initial Board of Directors of the Association shall not increase the annual maintenance charge unless such increase is approved by a vote of Association members, excluding Declarant, said vote held in the same manner as described in this paragraph.

- 6.10 Special Assessment: In addition to the AMC, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, applicable for one year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, and repair of Subdivision property authorized by this Declaration to be administered by the Association, including Subdivision roadways and drainage facilities.
- 6.11 Vote on Special Assessment: If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, within thirty (30) days of the special assessment notice, such assessment shall not be valid unless and until it has been approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those voting at such meeting.
- 6.12 Obligations of Lot Owners: Each lot owner in the Subdivision, excluding Declarant, covenants and agrees, and by acceptance of a deed or contract for sale to such Lot is deemed to covenant and agree to pay the Association the AMC and any special assessment. Upon the sale of any Lot (new or resale), there shall be a one hundred fifty (\$150.00) dollar administration fee charged at closing. The AMC and any special assessments for rock berm maintenance, lot cleaning or otherwise, together with interest, costs, and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge and a lien on the Lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. The AMC and any such special assessment, together with interest, costs, and reasonable attorneys' fees, shall be the personal obligation of each lot owner. The Association shall have the duty and obligation to establish, collect and

administer such assessments. The lien of any assessment shall be subordinate to the lien of any first mortgage.

- 6.13 Title: The Association shall accept delivery of any deed or bill of sale executed by Declarant conveying property within or adjoining the Subdivision, or addition thereto, to the Association.

ARTICLE VII GENERAL

- 7.01 Enforcement: Declarant and any person owning any interest in any of the Lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.
- 7.02 Limitations of Liability: The Declarant, the Committee and any member of the Committee, shall not be liable in damages or otherwise to any owner of any Lot within the subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans, specifications, or plot plans; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.
- 7.03 Partial Invalidity and Waiver: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof, and the illegal, invalid, or unenforceable portion of this Declaration shall be modified by law or by the court so as to preserve its legal intent to the extent possible to do so. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.
- 7.04 Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by Lot) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.
- 7.05 Concept Plan: Although the plan has been prepared and submitted to and approved by Burnet County, Texas, such Concept Plan shall not bind the Declarant, its successors and

assigns, to make any additions proposed therein, or to adhere to the Plan in any subsequent development of any tract of land proposed as an addition to the Existing Property.

7.06 Amendment:

- a. This Declaration may be amended by Declarant acting alone so long as Declarant owns any property made the subject of this Declaration. No amendment of the Declarations by Declarant shall be effective until there has been recorded in the Official Records of Burnet County, Texas, an instrument executed and acknowledged by Declarant setting forth the amendment.
- b. In addition to the method provided in paragraph 7.06(a.), this Declaration may be amended by the recording in the Official Records of Burnet County, Texas, of an instrument executed and acknowledged by the President of the Association setting forth the amendment and certifying that such an amendment has been approved by the owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to paragraph 6.02.

7.07 Assignment of Declarant: Notwithstanding anything 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. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Williamson County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.

7.08 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or 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, its officers, employees or its agents harmless therefrom.

7.09 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and 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.

7.10 Exemption of Declarant; Utility Easements:

- a. Notwithstanding anything 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 Board, the Association, or the Committee. 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.
- b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

7.11 Addition of Property to the Subdivision by Declarant: Declarant may, at Declarant's election, expand the Subdivision by adding property to the Subdivision. The addition of property to the Subdivision shall become effective on the date a supplemental declaration describing the additional property and confirming Declarant's intent to add such property to the Subdivision is executed by Declarant and filed of record in the Official Records of Burnet County, Texas. The supplemental declaration may modify the covenants, conditions, restrictions and easements with respect to the additional property. Upon the filing of the supplemental declaration, each Lot comprising the additional property shall be included within the definition of the Subdivision as set forth on Page 1 hereof. Declarant may add property to the Subdivision in this manner as often as deemed desirable by Declarant and shall be accomplished without the consent of any other party or entity.

7.12 Laws and Regulations: All owners of any Lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

7.13 Gender and Grammar: Where required for proper interpretation, words in the singular, whenever used herein, shall be construed to include the plural, and words in the masculine shall include the neuter and the feminine.

7.14 Authority to Execute Declarations: The person executing these Declarations represents that he/she has the full authority to execute the Declaration in the capacity represented and is duly authorized to execute these Declarations on behalf of the Declarant.

[Signature Page Follows]

IN WITNESS WHEREOF 963 Burnet, LLC, Declarant, has caused this document to be executed by its duly authorized member this 13 day of September, 2019.

963 BURNET, LLC

BY: [Signature]
Jon Branigan, Managing Member

STATE OF TEXAS

§

COUNTY OF Williamson

This instrument was acknowledged before me this 13 day of September, 2019, by Jon Branigan, for 963 Burnet, LLC, as Managing Member of said Texas limited liability company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

