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APR 26 2000

**DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

Dancy E. Rater

County Clerk, Williamson Co. TX

GABRIELS OVERLOOK – SECTION ONE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

452, Ltd., a Texas limited partnership, (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 Williamson and the State of Texas, and being more particularly described as follows, to-wit:

GABRIELS OVERLOOK – Section One, a subdivision in Williamson County, Texas, as shown by plat recorded in Cabinet S, Slides 218-229, Plat Records of Williamson County, Texas, and in Document #2000025623, Official Public Records of Williamson County, Texas (an individual lot hereinafter referred to as a "Lot" and the property as a whole hereinafter referred to as the "Subdivision"),

does hereby 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. 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 1

RESTRICTIONS

- 1.01 Residential Use: All Lots are hereby restricted exclusively to single-family residential use. 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 accessory structures and buildings as a storage building, workshop, garage, guest house and servant's quarters. No barns are allowed on

any Lot. Not 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.

1.02 Size and Specifications: 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, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Gabriels Overlook Architectural Control Committee (hereinafter referred to as the "Committee"). A residence may not be lived in or occupied until the residence is fully complete.

- a. Each residence constructed on Lots 1-6, 8-75, 104-114, 145, 153-156, 189, 190, 202-204, 218-221, 235, and 251-268, shall have not less than 2,000 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches (hereinafter "HVAC square feet"). Multi-story dwellings constructed on said Lots shall have not less than 2,200 HVAC square feet with not less than 1,450 HVAC square feet on the first floor. Each residence constructed on Lots 76-78, 86-103, 139-144, and 172-188, shall have not less than 2,300 HVAC square feet. Multi-story dwellings constructed on said Lots shall have not less than 2,500 HVAC square feet, with not less than 1,600 HVAC square feet on the first floor. Each residence constructed on Lots 116-123, and lot 222 shall have not less than 2,600 HVAC square feet. Multi-story dwellings constructed on said Lots shall have not less than 2,800 square feet with not less than 1,800 HVAC square feet on the first floor.
- b. All residences must have, at a minimum, an enclosed two-car garage with a minimum square footage of 550 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 rear entry. The garage door opening of residences constructed on corner Lots shall not face either street.
- c. At least 75% of the total exterior of any residence must be masonry including rock, brick or stucco. Any masonry siding product such as concrete Hardi Plank, or similar product does not comply with this masonry requirement. The masonry requirement also applies to all detached garages, and any other type of detached structure exceeding 250 square feet in size and is further subject to the architectural restriction in paragraph 1.05 herein. The masonry requirement may be deviated from, at the Committee's discretion, when a residence exceeds 3,500 HVAC square feet.

1.03 Setback Requirements and Front and Rear Building Lines:

- a. Setback Requirements: Residences constructed on all Lots, save and except Lots 1-6 and 252-257, shall be subject to a front building line setback of not less than one hundred (100') feet from the front property line. Residences constructed on Lots 1-6 and 252-257 shall be subject to a front building line setback of not less than one

hundred seventy-five (175') from the front property line. Residences, garages, or any other buildings of any kind shall be subject to a building line setback of not less than ten (10') feet from any side property line and twenty (20') feet from any rear property line. Construction of improvements on corner Lots shall also be subject to a side building line setback not less than thirty (30') feet from the property line adjacent to the side street. The front, side and rear building projection lines of improvements constructed on any Lot as defined in paragraph 1.03 (b), (c), and (d) below shall not encroach upon the building line setbacks described herein. Detached garages shall be constructed behind the front building projection line of the residence. All workshops, storage sheds or other authorized outbuildings shall be constructed behind the rear building projection line of the residence. 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.

1.04 Driveways: All driveways must be either concrete, hot-mix asphalt pavement, or brick/concrete pavers. Oil and gravel type driveways (commonly called chip coat) or gravel only driveways are not allowed. Drainage structures under private driveways, where required, shall be a minimum of 18" in diameter, or a minimum oval pipe of 24" span x 18" rise. The drainage structure shall be installed before residence construction begins. The driveway must be completed before occupying the residence. All required permits must be obtained from Williamson County before any driveway is constructed.

1.05 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 detached garages and any storage buildings and other such structures exceeding 250 square feet must use the same masonry, paint, and shingles as the residence. All improvements shall be maintained to prevent deterioration and to insure that their appearance will not be detrimental to the Subdivision.

1.06 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 and storage sheds 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.

1.07 Easements:

(a) Public utility Easements are hereby reserved and dedicated over and across a twenty-five foot (25') strip along roadway frontage and ten feet (10') along each rear and side lot line for the purpose of installing, maintaining and repairing electric power, gas, telephone, water, cable, community mailbox stations, drainage and/or any other similar utility lines, facilities, and services for the Lots in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any lot owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more Lots are consolidated into a building site in conformity with the provisions of paragraph 1.09, these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted Lot.

(b) A private shoreline access easement thirty feet in width adjacent to the waterline of the upper and lower lake as measured from the highest pool elevation of each lake is reserved for the purpose of providing pedestrian access to the upper and lower lake for the exclusive benefit of the owners of Lots 76, 91-94, 99-102, 104 and 106-108. The private shoreline access easement is not for the use of the public or other Lot owners in the Subdivision.

(c) A waterway maintenance easement is reserved on Lots 76, 91-94, 99-102, 104 and 106-108 for the benefit of the Gabriels Overlook Property Owners Association and Declarant to provide access to the lakes and feeder creeks within the Subdivision for the purpose of cleaning the lakes, shorelines and feeder creeks. The waterway maintenance easement is within the flood plain and feeder creek setback lines as shown on the Subdivision Plat.

1.08 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.

1.09 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. Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to subdivide any Lot(s) it may own into resulting Lots of not less than one (1) acre each, and to subdivide any Lot for the purpose of providing a site for use by a water system.

- 1.10 Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of 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.
- 1.11 Water System: All residences constructed within the Subdivision shall obtain household water by connection to the Chisholm Trail Special Utility District ("CTSUD"). CTSUD is not owned by or affiliated with Declarant. The operation of the water system and the fees and charges assessed by CTSUD for tap fees and supply charges are regulated by the Texas Natural Resource Conservation Commission. In the event a residence has been completed and a water system tap is not available to service such residence, a water well may be drilled on the Lot and the residence may use said well for its household water supply. Otherwise, property owners may drill water wells for non-household purposes only. The location of all water wells and sanitary control easements surrounding said wells is subject to the prior review and approval of the Committee.
- 1.12 Drainage Structures, Ditches, Lakes and Stock Tanks: Drainage structures, ditches, lakes and stock tanks shall not be altered, constructed, or changed without prior written approval from the Committee and appropriate government agencies.
- 1.13 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. Each homeowner must have trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or 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 insure that construction debris is contained.
- 1.14 Nuisances: No noxious, noisy, offensive, or unlawful activity shall be conducted on any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of Lots or the Committee. Any determination by the Committee that an activity is noxious, noisy, offensive, or unlawful shall be final and binding on all parties.
- 1.15 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.

- 1.16 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 and screened from view from roadway frontage. None of the above-mentioned items are allowed on any Lot until the residence is completed and occupied. Camping on vacant Lots is prohibited.
- 1.17 Animals: Dogs, cats or other common household pets, not to exceed a total of four 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. 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 final and binding on all parties.
- 1.18 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. 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, 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 front building line, must be located within the fenced area, and not closer than twenty (20') feet to the side and rear property lines.
- 1.19 Fences: The plans for all fencing must be approved by the Committee prior to commencement of construction. Barbed wire fences, T-Bar posts, hog and chicken wire and similar other fences are not allowed. If fencing is installed in front of the front building projection line of the residence, it must be metal pipe fencing of at least 1 ½ inch diameter, wood fencing, masonry fencing, iron fencing, or a combination thereof, or some other fence type approved by the Committee. Dark-colored vinyl coated chain link fencing is permitted behind the front building projection line of the residence. 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. Any Lot fronting the South San Gabriel River is currently fenced across the river frontage sufficient to provide a cattle/calf barrier from adjacent properties. Changes in the location and type of fencing along the riverfront Lots will be considered by the Committee provided the cattle/calf barrier is maintained.

1.20 Rock Berms and Silt Fences:

Existing rock berms situated on any Lot must be maintained in perpetuity by the Lot owners. Rock berms must be kept free and clear of all trash, debris, and accumulated soil and silt. An access and maintenance easement across any Lot containing a rock berm is hereby granted to the Association and Declarant for the purpose of inspecting and enforcing the maintenance of rock berms. In the event an owner fails to maintain any rock berm as reasonably determined by Association inspection, the Association shall deliver written notice thereof to the owner's last known address. If the condition as described in the notice is not remedied within 30 days of said notice, the Association may enter upon the Lot to maintain said berm and specially assess the Lot for the cost of said maintenance, which assessment shall be enforced in the same manner as the Annual Maintenance Charge as described in paragraph 2.06 and 2.11. A lot owner may request approval from the Committee to relocate any rock berm at the Lot owner's expense.

On all Lots, save and except Lots 1-23 and 251-262, owners are required to place a silt fence on the downhill side of their construction site prior to the commencement of construction. No construction activity may take place on the down hill side of the silt fence. Silt fence must extend thirty (30) feet to either side of any construction activity and disturbed vegetation area, with the exact location of the silt fence being shown on the site plan submitted to the Committee when the plans are submitted for review. Silt fence must remain in place and maintained until all disturbed areas have been re-vegetated as reasonably determined by the Committee.

- 1.21 Signs: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any Lot.
- 1.22 Mailboxes: Community mailbox facilities shall be constructed in various locations within the Subdivision. The Association shall maintain such mail facilities. Individual street-side mailboxes are not permitted within the Subdivision.
- 1.23 Antennae: No exterior radio, television or any other type of broadcast antenna shall be higher than 30 feet as measured from the ground at the location of the antenna. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the Committee as to size and location.
- 1.24 Hunting and Firearms: Hunting, trapping and discharge of firearms are expressly prohibited within the Subdivision.
- 1.25 Clothes Drying Facilities: Outside clothes lines or other facilities for drying or airing clothes outside the residence shall not be permitted.

- 1.26 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. 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 Lot.
- 1.27 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.
- 1.28 Parking: Streets shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time.
- 1.29 Use of Chemicals: Property owners are required to adhere to "Best Management Practices" as promulgated by the Texas Natural Resource Conservation Commission with respect to the use of pesticide, herbicide, and fertilizer within the subdivision. The Association and Declarant are authorized to promulgate and enforce specific chemical guidelines with respect to the Lots fronting lakes, waterways and feeder creeks.
- 1.30 Use of Lakes: Property owners of Lots having lake access are required to keep the shoreline areas clean and free of trash. The Subdivision boundary is approximately along the centerline of the lakes and dams, therefore access to the opposite side of the lakes and boating is not permitted. Piers shall not be constructed along lake shoreline.
- 1.31 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, without the prior written approval of the Committee. There shall be no overnight or weekend camping of any kind.

ARTICLE 2

GABRIELS OVERLOOK PROPERTY OWNERS ASSOCIATION, INC.

- 2.01 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, Bylaws and the 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.
- 2.02 Membership: Any person or entity upon becoming an owner of a Lot shall automatically become a member of the Association. 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.

2.03 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 five (5) votes for each Lot owned by Declarant;

2.04 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 and any Common Area, including all improvements, landscaping and equipment located therein or thereon. Lot 115 is specifically designated as parkland in the Subdivision Plat. The Association shall maintain said park and promulgate rules for its use.
- 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 Bylaws 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.

- 2.05 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 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 Article 1396 §2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association). 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 2.05 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of members or otherwise.
- 2.06 Annual Maintenance Charge: Beginning April 1, 2000, each Lot in the Subdivision, excluding Lots owned by Declarant, is subject to an annual maintenance charge (hereinafter the "AMC"). The initial AMC of Three Hundred Dollars (\$300.00) per year shall be due and payable on or before April 1, 2000 and annually thereafter on or before April 1 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 one 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. 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 March 1 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 15 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 April 1 of that year. In the event any member shall fail to pay an assessment on or before May 1 of each year, the AMC shall be deemed delinquent and shall be subject to a late charge to be determined by the Board. 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 April 1. 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.

- 1.07 Portion of Annual Maintenance Charge for Subdivision Roadway and Drainage Facility Maintenance: Two Hundred and no/100 Dollars (\$200.00) out of each AMC shall be dedicated for Subdivision roadway and drainage facility maintenance. In the event such funds are not expended for such purpose in any one year, such funds shall be maintained in an account by the Association for succeeding years Subdivision roadway and drainage facility maintenance expenditures. Declarant is authorized to modify the \$200.00 allocation to Subdivision roadway and drainage facility maintenance conditioned upon the preparation of a revised fifteen year budget demonstrating adequate funding for such expenditures.
- 2.08 Waterway Annual Maintenance Charge: In addition to the AMC authorized in paragraph 2.06 herein, Lots 76, 91-94, 99-102, 104 and 106-108, excluding Lots owned by Declarant, shall be subject to a Waterway Annual Maintenance Charge (hereinafter the "WAMC"). The WAMC is assessed to provide a fund for the maintenance of lake shoreline and lake cleaning. The initial WAMC of \$100.00 Dollars (\$100.00) per year shall be due and payable on or before April 1, 2000 and annually thereafter on or before April 1 of each year. The Board of Directors of the Association shall appoint a three person sub-committee, all of whom shall be owners of Lots subject to the WAMC. The sub-committee shall administer to the receipts and expenditures of the fund created by the WAMC. The sub-committee is authorized to adjust the WAMC by not more than 20% from the preceding year's WAMC. The procedures to adjust the WAMC and to enforce the obligation to pay the WAMC shall be in accordance with paragraphs 2.06 and 2.11 herein.
- 2.09 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.
- 2.10 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.

- 2.11 **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. The AMC, the WAMC and any special assessment 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.
- 2.12 **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 3

ARCHITECTURAL CONTROL COMMITTEE

- 3.01 **Membership:** The Committee shall be composed of not more than three (3) persons. Members of the Committee need not be members of the Association. The following persons are hereby designated as the initial members of the Committee: Rex Bohls, Laura Bohls and Doug Lewis.
- 3.02 **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 and 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.
- 3.03 **Declarant's Right of Appointment:** Declarant, its successors and assigns shall have the right to appoint and remove all members of the Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board 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.

- 3.04 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 US 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 fifteen (15) 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 judgement of the Committee in the exercises of its discretion in this respect shall be final and conclusive.
- 3.05 Construction of Improvements: Construction or placement of any improvement approved by the Committee shall commence within six (6) months of such approval; and the completion of such construction or placement must be accomplished within ten (10) months of the commencement of same.
- 3.06 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, grass, brush and refuse. If an owner has failed to comply with this provision within 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 Association, or its assigns, may be placed upon the property, including interest, costs, and attorneys fees.
- 3.07 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.
- 3.08 Address: Plans and specifications shall be submitted to the Committee in care of Doug Lewis, 1301 S. IH 35, Suite 200, Austin, TX 78741 or such other address as may be designated from time to time in writing by the Committee.

ARTICLE 4

GENERAL

- 4.01 Enforcement: Declarant, the Association, 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.

- 4.02 Limitations of Liability: The Declarant, the Association and its Board of Directors, 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.
- 4.03 Partial Invalidity: 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. 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.
- 4.04. 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.
- 4.05 Amendment:
- a. This Declaration may be amended by Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant in setting forth the amendment and executed and acknowledged by the President of the Association certifying that Declarant had the requisite number of votes.
 - b. In addition to the method provided in paragraph 4.05(a.), this Declaration may be amended by the recording in the Official Records of Williamson County, Texas, of an instrument executed and acknowledged by the President of the Association setting forth the amendment and certifying that such amendment has been approved by owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast, pursuant to paragraph 2.03.
- 4.06 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.

- 4.07 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 or its agents harmless therefrom.
- 4.08 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.
- 4.09 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.
- 4.10 Water Pollution Abatement Plan: A portion of the Subdivision is over the Edwards Aquifer Recharge Zone and is subject to a Water Pollution Abatement Plan approved by the Texas Natural Resource Conservation Commission on December 17, 1999 and recorded as Document No. 2000000654 in the Official Public Records of Williamson County, Texas.

- 4.11 Private Roadways: All roadways, drainage structures and related appurtenances ("Roads") shall be maintained by the Association in perpetuity. The Roads are owned by the Association, and Williamson County will not be responsible for any cost associated therewith. Further, an express easement is hereby granted across the roads and any adjoining common areas for the surface use of all governmental functions, vehicular and non-vehicular, including fire and police protection, electrical and water utilities and cooperatives, solid and other waster material pick-up, and any other purpose any governmental authority deems necessary.
- 4.12 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 Williamson 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.
- 4.13 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.

IN WITNESS WHEREOF 452, LTD. has caused this document to be executed by its duly authorized officer this 26 day of April, 2000.

452, LTD., a Texas limited partnership

BY: COTTONWOOD ENTERPRISES, INC.
a Texas corporation, General Partner

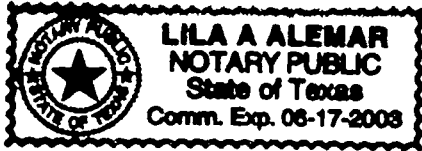
BY: REX D. BOHLS

REX D. BOHLS, President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 26th day of April, 2000 by REX D. BOHLS, President of COTTONWOOD ENTERPRISES, INC., a Texas corporation, on behalf of said corporation, as General Partner of 452, LTD., a Texas limited partnership.



Lila A. Alemar
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
452, LTD.
P.O. BOX 276
AUSTIN, TX 78767-0276