25 PGS 20160759
DECLARATION

GT GreenbergTraurig

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

BOOT RANCH™

DEVELOPMENT AREA DECLARATION

[*Single-Family Residential*]

A Master Planned Community in
Gillespie County, Texas

Sponsor: **BOOT RANCH HOLDINGS, LLC**, a Delaware limited liability company

Cross reference to Boot Ranch Second Amended and Restated Declaration of Governance for Boot Ranch, recorded in the Official Public Records of Gillespie County, Texas.

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 2

ARTICLE 2 USE RESTRICTIONS 2

2.01 Use Restrictions 2
2.02 Rentals 3
2.03 Trash Containers 3
2.04 Unsightly Articles 3
2.05 Vehicles 4
2.06 Outside Burning 4
2.07 Nuisance 5
2.08 Animals - Household Pets 5
2.09 Hunting and Guns 5
2.10 Combustible Liquid 6
2.11 Streams and Drainage Channels 6
2.12 Wetlands 6
2.13 Drainage and Grading 6
2.14 Water Wells and Septic Tanks 6
2.15 Sight Distance at Intersections 6
2.16 Subdivision of Lot 6
2.17 Occupancy of Unfinished Improvements 6
2.18 Antennas 7
2.19 Signs 8
2.20 Flags 9
2.21 Tanks 10
2.22 Use of the Lakes, Ponds, and Streams 10
2.23 Presence of Wildlife 11

ARTICLE 3 CONSTRUCTION RESTRICTIONS 11

3.01 Construction of Improvements 11
3.02 Utility Lines 11
3.03 Garages; Minimum Parking Spaces 12
3.04 Fences 12
3.05 Driveways 12
3.06 HVAC Location 12
3.07 Landscaping 12
3.08 Solar Energy Device 12
3.09 Rainwater Harvesting Systems 13
3.10 Xeriscaping 14
3.11 Standby Electric Generators 16
3.12 Streets within the Property 17

ARTICLE 4 DEVELOPMENT 17

4.01 Notice of Annexation 17
4.02 Withdrawal of Land 18
4.03 Assignment of Sponsor's Rights 18

ARTICLE 5 GENERAL PROVISIONS 18

5.01 Term 18
5.02 Amendment 19
5.03 Notices 19

5.04 Interpretation 19
5.05 Gender 19
5.06 Assignment of Sponsor's Rights 19
5.07 Enforcement and Nonwaiver 20
5.08 Construction 20

DEVELOPMENT AREA DECLARATION

[*Single-Family Residential*]

This Development Area Declaration for Boot Ranch [*Single-Family Residential*] (the "**Development Area Declaration**") is made by **BOOT RANCH HOLDINGS, LLC**, a Delaware limited liability company (the "**Sponsor**"), and is as follows:

RECITALS:

A. Sponsor is successor in interest to TX 77 Boot Ranch Circle LLC, a Delaware limited liability company (the "**Original Sponsor**"), pursuant to that certain Assignment of Development Rights, recorded under Document No. 20153662 of the Official Public Records of Gillespie County, Texas, and that certain Assignment of Development Rights and Proceeds, recorded under Document No. 20160054 of the Official Public Records of Gillespie County, Texas (collectively, the "**Assignments**").

B. Original Sponsor previously executed and recorded that certain First Amended and Restated Declaration of Governance for Boot Ranch, recorded under Document No. 20113029 of the Official Public Records of Gillespie County, Texas (the "**Original Declaration**"). Sponsor amended and restated the Original Declaration with that certain Second Amended and Restated Declaration of Governance for Boot Ranch, recorded in the Official Public Records of Gillespie County, Texas (the "**Master Declaration**").

C. Certain portions of the Property (as defined in the Master Declaration) which have already been made subject to the Original Declaration as set forth on Exhibit "B" to the Master Declaration are and shall continue to be encumbered by the terms and conditions of this Development Area Declaration upon Recordation and thereby constitute the "**Development**."

D. Further, pursuant to the Master Declaration, Sponsor served notice that portions of the Property may be made subject to a Development Area Declaration upon the Recordation of one or more Notices of Annexation in accordance with *Section 10.05* of the Master Declaration. Once such Notices of Annexation have been Recorded, the portions of the Property described therein will be referred to herein as the "**Development Area**" and shall also then constitute the Development. The Development Area will be governed by and fully subject to this Development Area Declaration in addition to the Master Declaration.

A Development Area is a portion of the Development and is subject to the terms and provisions of the Master Declaration. A Development Area Declaration includes specific restrictions which only apply to the Development Area, in addition to the terms and provisions of the Master Declaration.

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; (iii) upon Recording of this Development Area Declaration, all portions of the Property already made subject to the Original Declaration are and shall continue to be encumbered by the terms and conditions of this Development Area Declaration; and (iv) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this development area declaration will have the meanings hereinafter specified:

"**Development Water Features**" shall mean any lake, pond, river or stream within the Development.

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

"**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Declaration.

ARTICLE 2
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Sponsor, which consent may be withheld by the Sponsor in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant

may conduct business activities within a residence so long as: (a) such activity complies with all Applicable Law; (b) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development; (e) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.02 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. The Owner must provide to its lessee copies of the Documents and the Club Membership Documents. All leases shall be in writing and shall require, without limitation, that the Occupant acknowledge receipt of the Documents and the Club Membership Documents, and agree to be bound by the terms and provisions contained therein. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.03 Trash Containers. Trash containers and recycling bins must be stored at all times either: (a) inside the garage of the residence; or (b) behind a wall or fence approved by the ARB and constructed in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The ARB shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 Unsightly Articles. No article deemed to be unsightly by the Board in its reasonable discretion will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Garden maintenance equipment, air conditioning equipment, pool equipment, and other such utilities or equipment used or located on a Lot must be screened from view. Service areas, storage areas, and compost piles, lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall not be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. Roads and sidewalks shall be kept free of obstruction at all times. In addition, trees, shrubbery and other landscaping materials shall not be permitted to grow in such a manner as to impede pedestrian or vehicular traffic within any roadway, sidewalk, or other pedestrian pathway or trail.

Notwithstanding the foregoing, lumber, grass, plant waste, shrub or tree clippings, metals, or bulk materials may be stored, kept, or allowed to accumulate within a Lot during the initial construction period of the Improvements to the Lot, not to exceed one (1) year in duration, and then only during periods of actual construction. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Any Lot on which construction is in progress shall be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. Homebuilders may not dump or bury rocks and trees removed from a building site on any building site. Owners and Occupants may not burn or bury biodegradable trash, leaves, debris or other materials.

2.05 Vehicles. All vehicles shall be subject to such reasonable rules and regulations as the Association may adopt, including but not limited to reasonable safety measures and speed limits within the Development. Only drivers licensed to operate motor vehicles by the State of Texas or by any other state in the United States may operate any type of motor vehicle. In addition, the following shall apply:

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in driveways, if any, serving the Lots unless otherwise approved by the Board; provided however, the Sponsor and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. When not in use, all garage doors shall be kept closed.

(b) Recreational vehicles shall be parked only in closed garages with doors serving the residential units. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, all-terrain vehicles, campers, buses, commercial trucks and vans. Any recreational vehicle parked or stored in violation of this provision in excess of two (2) days shall be considered a nuisance and may be removed from the Development by the Association. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view. No repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

(c) No motorized vehicles shall be permitted on unpaved Common Area or on pathways or trails within the Development except for public safety vehicles authorized by the Board and vehicles used by the Association in the maintenance of all or any portion of the Properties

(d) Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the ARB shall be permitted.

2.06 Outside Burning. There will be no exterior fires, except that barbecues, outside fires in fireplaces and braziers or other fires contained within designed facilities or receptacles and in

areas designated and approved by the ARB shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.07 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot, and the Improvements located thereon, to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Development. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, illegal, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or for listening privately to music or as approved by the Board, shall be located, installed or maintained upon the exterior of any Improvement within a Lot unless required by Applicable Law.

2.08 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, becomes dangerous, or destructive of wildlife, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.09 Hunting and Guns. Hunting, trapping or the discharge of firearms, arrows, or other projectiles within any portion of the Development is strictly prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. Notwithstanding the foregoing, Owners, Occupants, invitees, and guests, shall have the right to discharge firearms within

any shooting facilities included in a Club Facility so long as such activity is done in accordance to the Rules and Applicable Law.

2.10 Combustible Liquid. Storage of gasoline, heating or other fuels on any Lot is strictly prohibited, provided that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment. Propane or LP tanks greater than five (5) gallons in size may only be stored or operated on a Lot with the express written consent of the Board. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Storage tanks shall be located or screened so as to be concealed form the view of neighboring streets and Lots

2.11 Streams and Drainage Channels. No streams or drainage channels which run across any Lot may be dammed, or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the Board, except that the Sponsor shall have such rights as provided in *Article 10* of the Master Declaration.

2.12 Wetlands. All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state and not disturbed, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies. Notwithstanding anything contained in this Section, the Sponsor, the Association, and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

2.13 Drainage and Grading.

(a) Obstruction or Alteration of Drainage. Catch basins and drainage areas are for the purpose of natural flow of water and for collection of rainwater for irrigation purposes. No Owner or Occupant may unilaterally obstruct, alter, or rechannel the drainage flows from or to a neighboring Lot or Common Area by installing unreasonably large drainage swales, storm sewers, or storm drains.

(b) Alteration of Grading. No Person shall alter the grading of any Lot without prior approval of the ARB.

2.14 Water Wells and Septic Tanks. Except those installed by the Sponsor, no private water wells may be drilled or maintained and no additional septic tanks or similar sewerage facilities or irrigation wells may be installed or maintained on any Lot. Notwithstanding the foregoing, the Association may install private water wells within the preserve section of Boot Ranch, subject to obtaining the necessary governmental approvals and the approval of the ARB.

2.15 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped so as to permit safe sight across such areas.

2.16 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been Recorded.

2.17 Occupancy of Unfinished Improvements. No Lot, or any dwelling located thereon, shall be occupied in any manner before commencement of construction or while in the

course of construction, nor at any time prior to the dwelling being fully completed. For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the residential dwelling by the appropriate jurisdiction, if applicable; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall mean that a Certificate of Compliance has been issued by the ARB pursuant to the Architectural Design Guidelines, and if applicable, a certificate of occupancy has been issued by the appropriate jurisdiction.

2.18 Antennas. The installation of only certain antennas shall be permitted in the Development, as further set forth below.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected, maintained or placed on a Lot without the prior written approval of the **ARB**; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the **ARB**, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Sponsor and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the **ARB** are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The ARB may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted; provided, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the ARB from time to time. Please contact the ARB for the current rules regarding installation and placement.

2.19 Signs. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the **ARB**.

(a) Permitted under the Documents. Signs which are expressly permitted pursuant to the Architectural Design Guidelines or Rules and Regulations may be displayed on a Lot.

(b) Sales and Marketing. Signs which are part of Sponsor's or a Homebuilder's overall marketing, sale, or construction plans or activities for the Property shall be permitted on any Lot.

(c) School Spirit. One (1) temporary school "spirit" sign may be placed on any Lot so long as the sign: (i) is professionally made; (ii) is limited to maximum face area of five square feet (*e.g.*, 2' x 2.5') on each visible side; (iii) is mounted on a single or frame post if free standing; (iv) does not exceed four feet (4') in height from finished grade at the location where the sign is located; and (v) is removed within five (5) business days following the athletic season for which the sign relates.

(d) For Sale. One (1) temporary "For Sale" sign placed on any Lot so long as the sign: (i) is professionally made; (ii) is limited to a maximum face area of five square feet (*e.g.*, 2' x 2.5') on each visible side; (iii) is mounted on a single or frame post if free standing; (iv) does not exceed four feet (4') in height from finished grade at the location where the sign is located; (v) is removed within two (2) business days following the sale of the Lot; provided, however, that "For Lease" and "For Rent" signs are expressly prohibited.

(e) Elections. Political signs may be displayed on any Lot provided that: (i) the sign is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) the sign is removed no later than the 10th day after the date of the election to which the sign relates; (iii) the sign is ground-mounted; (iv) only one sign may be erected for each candidate or ballot item; and (v) signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are strictly prohibited.

(f) Religious Items. A religious item may be displayed on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame)

provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five square inches (*e.g.*, 5" x 5").

(g) Permits. Permits may be displayed on any Lot as may be required by: (i) legal proceedings; or (ii) a governmental entity.

(h) No Solicitation. A "no soliciting" and "security warning" sign may be displayed on or near the front door to a residence, provided that the sign does not exceed twenty-five square inches (*e.g.*, 5" x 5").

2.20 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ARB. Approval by the ARB is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the ARB, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.21 Tanks. Unless otherwise approved in writing by the ARB, no tanks for any purpose other than swimming pools and residential gas grills may be erected, placed or permitted on any Lot without the advance written approval of the ARB. All tanks must be screened so not to be visible from any portion of the Development Area.

2.22 Use of the Lakes, Ponds, and Streams. No swimming is allowed in any of the Development Water Features. Any ponds, streams, rivers, or other bodies of water which are located on the Club Facilities Property are not part of the Development, and the Owners, Occupants, or their guests shall have no right to use such ponds, streams or other bodies of water, except as permitted by the Club Owner. Neither the Association nor the Sponsor, nor any Officer, Director, employee, or agent of same, shall be held liable for any loss or damage by reason of use of any of the Development Water Features for any purpose by any Owner, Occupant, or guest or invitees. Each Owner acknowledges, understands and covenants to inform its Occupants and guests that neither the Association nor the Sponsor, nor any Officer, Director, employee, or agent of same, are insurers of safety on the Development and that each Person using the Development Water Features shall do so only as permitted under Applicable Law. Each Person assumes all risks of personal injury, and loss or damage to property, including any Improvements on a Lot, resulting from or associated with authorized or unauthorized use of the Development Water Features, and the location of same within the Development. EACH OWNER, ON BEHALF OF HIMSELF, AND HIS RESPECTIVE OCCUPANTS, GUESTS, INVITEES, HEIRS, EXECUTORS, ESTATES, ADMINISTRATORS, SUCCESSORS, ASSIGNS, GUARDIANS, TRUSTEES, AND REPRESENTATIVES (COLLECTIVELY, THE "**RELEASING PARTIES**") HEREBY FULLY RELEASE, DISCHARGE, AND HOLDS HARMLESS THE RELEASED PARTIES FROM ANY OR ALL PRESENT OR PAST CLAIMS, DAMAGES, SUITS, ALLEGATION, PETITIONS, DEMANDS, LIABILITIES, JUDGMENTS, LOSSES, AND CAUSES OF ACTION, WHETHER LEGAL OR EQUITABLE, INCLUDING ALL CLAIMS FOR INJUNCTIVE OR DECLARATORY RELIEF, ALL CLAIMS FOR MONETARY, COMPENSATORY, PUNITIVE AND EXEMPLARY DAMAGES AND ALLEGATIONS OF LIABILITY, UNDERINSURANCE, DEBTS, CONTRACTS, AGREEMENTS, GUARANTEES, OBLIGATIONS, PROMISES, ATTORNEYS' FEES, COSTS, INTEREST OR EXPENSES (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE RELEASED PARTIES'S NEGLIGENCE IN CONNECTION THEREWITH) THAT HAVE BEEN, COULD HAVE BEEN, MAY BE, OR COULD BE ASSERTED AGAINST THE RELEASED PARTIES ARISING FROM ANY OF THE RELEASING PARTIES USE OR ENTRANCE INTO THE DEVELOPMENT WATER FEATURES ON THE DEVELOPMENT, AND THE LOCATION OR EXISTENCE OF SAME ON THE DEVELOPMENT, EXCEPT TO THE EXTENT SUCH COST, LOSS,

DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE RELEASED PARTIES'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.23 Presence of Wildlife. Each owner and occupant, and each guest and invitee of any owner or occupant acknowledges that the development is located adjacent to the lakes and in the vicinity of other natural areas. Such areas may contain wildlife, including without limitation, deer, opossums, alligators, coyotes, skunks, bobcats, spiders, snakes, mosquitos, bees, and ticks. Neither the association nor the sponsor, nor any officer, director, employee, or agent of same, shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the development. Each owner and occupant of a lot, and each guest and invitee of any owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife. THE RELEASING PARTIES HEREBY FULLY RELEASE, DISCHARGE, AND HOLDS HARMLESS THE RELEASED PARTIES FROM ANY OR ALL PRESENT OR PAST CLAIMS, DAMAGES, SUITS, ALLEGATION, PETITIONS, DEMANDS, LIABILITIES, JUDGMENTS, LOSSES, AND CAUSES OF ACTION, WHETHER LEGAL OR EQUITABLE, INCLUDING ALL CLAIMS FOR INJUNCTIVE OR DECLARATORY RELIEF, ALL CLAIMS FOR MONETARY, COMPENSATORY, PUNITIVE AND EXEMPLARY DAMAGES AND ALLEGATIONS OF LIABILITY, UNDERINSURANCE, DEBTS, CONTRACTS, AGREEMENTS, GUARANTEES, OBLIGATIONS, PROMISES, ATTORNEYS' FEES, COSTS, INTEREST OR EXPENSES (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE RELEASED PARTIES'S NEGLIGENCE IN CONNECTION THEREWITH) THAT HAVE BEEN, COULD HAVE BEEN, MAY BE, OR COULD BE ASSERTED AGAINST THE RELEASED PARTIES ARISING FROM THE PRESENCE OF WILDLIFE IN THE DEVELOPMENT, EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE RELEASED PARTIES'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the ARB in accordance with the Master Declaration. Pursuant to *Section 7.03(b)* of the Master Declaration, the ARB has adopted Architectural Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Architectural Design Guidelines unless a variance is obtained pursuant to the Master Declaration. The Architectural Design Guidelines may be supplemented, modified, amended, or restated by the ARB as authorized by the Master Declaration.

3.02 Utility Lines. Unless otherwise approved by the ARB, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or

signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

3.03 Garages; Minimum Parking Spaces. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least one (1) automobile. All garages, carports and other open automobile storage units shall be approved in advance of construction by the ARB. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence are set forth in the Architectural Design Guidelines.

3.04 Fences. No chain link fences shall be permitted within the Development Area, except those fences erected by the Sponsor. No fence may be constructed on the Development Area without the prior written consent of the ARB. The fencing requirements for each residence constructed on a Lot are set forth in the Architectural Design Guidelines.

3.05 Driveways. The driveway requirements for each Lot are set forth in the Architectural Design Guidelines.

3.06 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the ARB. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened with either: (a) structural screening to match the exterior of the residence; or (b) landscaping.

3.07 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Architectural Design Guidelines.

3.08 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the ARB, subject to the following provisions.

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall submit the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 7* of the Covenant.

(b) Approval Process. The ARB will review the Solar Application in accordance with the terms and provisions of *Article 7* of the Covenant. The ARB will approve a Solar Energy Device if the Solar Application complies with *Section 3.08(c)* below **UNLESS** the ARB makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.08(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ARB's right to make a written

determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.08* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the ARB, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the ARB may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the ARB. If the Owner desires to contest the alternate location proposed by the ARB, the Owner should submit information to the ARB which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line;

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.09 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the ARB, subject to the following provisions.

(a) Application. To obtain ARB approval of a Rainwater Harvesting System, the Owner shall provide the ARB with the following information: (a) the proposed installation location of the Rainwater Harvesting System; and (b) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the ARB will be made in accordance with *Article 7* of the Master Declaration. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the

Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the ARB, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ARB;

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device;

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ARB;

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the ARB may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. See *Section 3.09(d)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the ARB may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the ARB to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ARB.

3.10 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the ARB, subject to the following provisions.

(a) Application. Approval by the ARB is required prior to installing Xeriscaping. To obtain the approval of the ARB for Xeriscaping, the Owner shall provide the ARB with the following information: (a) the proposed site location of the Xeriscaping on the Owner's Lot; (b) a description of the Xeriscaping, including the types of plants, border materials,

hardscape materials and photograph or other accurate depiction and (c) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ARB is not responsible for: (a) errors or omissions in the Xeriscaping Application submitted to the ARB for approval; (b) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (c) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the ARB each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ARB. For purposes of this Section, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ARB determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ARB.

(c) Process. The decision of the ARB will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Architectural Design Guidelines, if adopted or other provisions in the Documents which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Section when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ARB installation of the Xeriscaping must: (a) strictly comply with the Xeriscaping Application; (b) commence within thirty (30) days of approval; and (c) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ARB may require the Owner to: (a) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (b) remove the Xeriscaping and reinstall the Xeriscaping in

accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ARB to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.11 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 7* of the Covenant.

3.12 Streets within the Property. The streets located outside the Property are public streets and maintained by applicable governmental authorities. Streets within the Development are private and maintained by the Association.

(a) Private Streets. Any private streets located within the Development are Common Area and are administered and maintained by the Association. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce rules and regulations for the use of private streets, including but not limited to the following:

(i) Identification of vehicles used by the Owners or Occupants;

(ii) Designation of parking areas and no-parking areas, and loading and unloading zones;

(iii) Limitations or prohibitions on street parking;

(iv) Removal or prohibition of vehicles that violate applicable rules and regulations; and

(v) Fines for violations of applicable rules and regulations

(b) Public Streets. Public Streets are not Common Areas, but may be maintained and/or regulated by the Association to the extent they are not maintained or regulated by Gillespie County. As to public streets, the Association, acting through the Board, is specifically authorized: (i) to accept from applicable governmental authorities any delegation of street-related duties; and (ii) to execute instruments required by Applicable Law or governmental authorities to impose, modify, or remove restrictions or traffic devices (such as speed bumps) on public streets adjacent to the Property.

ARTICLE 4
DEVELOPMENT

4.01 Notice of Annexation. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Sponsor, and Sponsor only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Annexation in accordance with *Section 10.05* of the Master Declaration describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add

land to the Development Area, Sponsor will be required only to Record a Notice of Annexation filed pursuant to *Section 10.05* of the Master Declaration containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Sponsor may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Sponsor will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03 Assignment of Sponsor's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Sponsor may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Sponsor, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2090, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice

of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01,* it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (a) the Sponsor, acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Sponsor (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Sponsor during the Development Period.

5.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Sponsor other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06 Assignment of Sponsor's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Sponsor may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively,

or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

5.07 Enforcement and Nonwaiver. Except as otherwise provided herein, Sponsor and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Sponsor may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Sponsor or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.08 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 12 day of February, 2016.

SPONSOR:

BOOT RANCH HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: D. Craig Martin
Title: Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on this 12 day of February, 2016, by D. Craig Martin, Authorized Signatory of BOOT RANCH HOLDINGS, LLC, a Delaware limited liability company, on behalf of such company.

Britney Gaskey
Notary Public, State of Texas

(seal)

BRITNEY GASKEY
Notary Public, State of Texas
Comm. Expires 07-29-2019
Notary ID 130313212

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
February 16, 2016 02:07:28 PM
FEE: $112.00 FELICIA 20160759
DECLARATION