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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARRIAGE PARK CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions for Carriage Park Condominiums is executed by Skicat, LLC, a Texas limited liability company, the owner of all of Lot 1, in Carriage Park Addition, an Addition situated in the City of Fredericksburg, Gillespie County, Texas, as said lot is shown, designated and delineated on the plat of said Condominium Project, found of record in Volume 4, Page 85, Plat Records, Gillespie County, Texas.

58 PGS DCC 20123891

Recitals

The property subject to this Declaration is CARRIAGE PARK CONDOMINIUMS, a Condominium situated in the City of Fredericksburg, Gillespie County, Texas, per plat found of record in Volume 4, Page 189, Plat Records, Gillespie County, Texas, and Clerk's File No. 2012010019, Official Public Records, Gillespie County, Texas, and the Declaration of Covenants, Conditions and Restrictions for Carriage Park Condominiums (the "Declaration"). The property consists of thirty-six (36) residential condominium units and various common area improvements, all of which are being built. The property is locally known as the "Carriage Park Condominiums".

This Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common areas and common facilities. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such owner's condominium unit, subject to the covenants, conditions and restrictions contained in this Declaration.

This Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, Chapter 82, Texas Property Code. The terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations in this Declaration shall be deemed to run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I. DEFINITIONS AND TERMS

1.1 Definitions and Terms. As used in this agreement, the following terms shall have the respective meanings set forth after them unless the context shall expressly provide otherwise:

a. "Association" shall refer to the "Fredericksburg Carriage Park Homeowners Association, Inc.", a Texas non-profit corporation to be created by filing Certificate of Formation for that Association with the Texas Secretary of State.

b. "Board" or "Board of Directors" shall refer to the Board of Directors of the Association.

c. "Builders" shall mean any person who purchases one or more units for the purpose of constructing improvements for later sales to consumers and/or resale in the ordinary course of such person's business."

d. "Building" shall refer to any of the residential structures to be constructed upon a condominium unit and for which horizontal and vertical dimensions are illustrated on the plans designated as Plan A, Plan A2, Plan B, Plan B2, Plan B3, Plan C, Plan C2, Plan D, Plan E, Plan F, Plan G, Plan H, Plan I, Plan J, Plan K inclusive which are attached hereto as Exhibit "D".

e. "Common Assessment" means the charge against each Owner of a Unit and his Unit, for his allocable portion of the Common Expenses.

f. "Common Elements" or "Common Area" means and includes all of the land described in Exhibit "A" and all of the improvements and appurtenances thereto, except for the Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

g. "Common Expenses" means and includes:

(1) all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Condominium Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement or improvement of an addition to the Common Elements (including unpaid special assessments and amounts assessed to maintain a reserve for a replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Section 7.5);

(2) expenses declared to be Common Expenses by provisions of this Declaration or by the Bylaws of the Association.

h. "Condominium Unit" shall mean an individual Unit, as defined in Subsection "u" in this section, together with the undivided interests in the Common Elements (General or Limited or both) appurtenant to such Unit as specified in Exhibit "B".

i. "Declarant" shall mean Skicat, LLC, a Texas limited liability company. In the event the financial institution identified in Exhibit "C" acquires fee simple title to one or more Units, the term Declarant shall include the financial institution for purposes of Section 4.5, Membership and Voting.

j. "Declaration" shall mean this Condominium Declaration instrument.

k. "First Mortgagee" shall mean the holder of a purchase-money mortgage or deed of trust lien voluntarily granted on any Unit in the Project, which has a first priority over all other voluntary liens encumbering such Unit.

l. "General Common Elements" means that part of the Common Elements

described as follows:

(1) the yards, gardens, fences, streets, driveways, service drives, parking spaces, service easements, and mechanical rooms, if any other than those which are specifically designated as a Limited Common Element;

(2) the private drives as shown on the Map; and

(3) all other elements rationally of common use or necessary to the existence, maintenance and safety of the condominium regime established by this Declaration, and which are not specifically designated as a Limited Common Elements or as appurtenant to or constituting a part of a particular Unit.

m. "Limited Common Elements" mean and include those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit, which include, but are not limited to, the following:

(1) pipes, ducts, electrical, telephonic and electronic wiring and conduits located either (i) entirely within a Unit, or (ii) outside of a Unit but which serve one Unit;

(2) driveways, balconies, patio structures, enclosed courtyards, and sidewalks and driveways serving exclusively a single Unit;

(3) areas or parcels of land designated on the Condominium Survey of Carriage Park Condominiums, recorded at Volume 4, Page 189 of the Gillespie County Plat Records, as a Limited Common Element with respect to a Unit, on which area or parcel will be installed or constructed the pads or slabs for the support of the air conditioning compressors appurtenant to and forming a part of such Unit;

(4) fences which are constructed upon the common boundary line of the Limited Common Elements of two or more Units; and

(5) the portion of a Unit, if any, which is outside of the exterior walls of a building.

n. "Majority of Unit Owners" means those Owners which at the relevant time own over 50% of the votes entitled to be cast by all Owners.

o. "Map" or "Plan" shall mean or include the engineering survey of the land, locating thereon all of the improvements, and any other drawing or diagrammatic plan depicting part of, or all of, the improvements, same being shown and designated on Condominium Survey of Carriage Park Condominiums, recorded at Volume 4, Page 189 of the Gillespie County Plat Records and in this Declaration and the floor and elevation plans.

p. "Member" shall mean a member of the Association, each member being

an Owner of a Unit, unless the context indicates that member means a member of the Board or a committee of the Board.

q. "Occupant" means a person or collectively the persons in possession of a Unit at the relevant time, regardless of whether said person is a Unit Owner, lessee, guest or otherwise.

r. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who are owners, of record, of fee simple title to one or more Units in the Project.

s. "Property," "Project" or "Premises" means all of Lot 1 of the Carriage Park Addition to the City of Fredericksburg, Gillespie County, Texas, and more particularly described in final plat of Carriage Park Addition recorded in Volume 4, Page 85 of the Plat Records of the County Clerk of Gillespie County, Texas, together with all improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon.

t. "Regime" means the Property, Units, General Common Elements, and Limited Common Elements as comprise the condominium regime established under this Declaration.

u. "Unit" shall mean one of the enclosed spaces that consists of one or more rooms and that has a direct exit to a Common Element that leads to a thoroughfare as shown on the Map. The boundaries of each Unit shall be and are the exterior surfaces of the perimeter walls, roofs and foundations of a Unit; and the portions of the Unit on the boundaries of such enclosed space and the airspace within those boundaries are part of such Unit, except for the Common Elements. The actual physical boundaries of said Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Unit and regardless of variances between boundaries shown on the Map and the actual boundaries of such Unit.

The individual ownership of each Unit shall further include the interior construction, partitions, appliances, fixtures and improvements that are intended to serve exclusively such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of such Unit shall further include the air conditioning compressor, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed on a pad or slab installed or constructed on the Project and designated on the Map in Exhibit "A" as a Limited Common Element with respect to such Unit for the purpose of supporting such air conditioning compressor, together with such pad or slab. None of the land in the Project shall be separately owned, as all land in the Project shall constitute part of the "Common Elements" of the Project and shall be owned in common by the Owners of the Units in this Project.

ARTICLE II. CONDOMINIUM UNIT DESIGNATIONS, DESCRIPTIONS AND USES

2.1 Map. A copy of the Map is in Exhibit "A". The Map contains:

a. the location of the land and the Units and all other improvements constructed on the Property.

b. the footprint of the Units and buildings that have been or are to be constructed, showing the exterior boundaries and number of the Units, and any other data necessary for the identification of them, which information is depicted by numbers of the various Units; and

c. the location of any Limited Common Elements and the identification of the Units to which the same relate.

2.2 Designation of Units. The Project consists of thirty-six (36) separately designated Units, of which a Building has been constructed on Unit No. 5 and Buildings will be constructed on the other Units will be built. Each Unit is identified by a number on the Map. The remaining portion of the Project, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof attributable to each Unit being as shown on Exhibit "C ".

2.3 Limited Common Elements. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements, and include the areas described in Section 1.1(m). Limited Common Elements are allocated and assigned to the respective Units, as indicated on the Map. Limited Common Elements for the respective units include (1) the balconies, patios, driveway and enclosed courtyards attached to the units, and (2) the air conditioning pads serving the respective units. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

2.4 Regulation of Common Areas. Rules governing the use of common areas by Owners and by their guests and invitees shall be promulgated by the Board of Directors of the Association. All Owners shall be furnished with a copy of the rules at the direction of the Board. Each Owner shall be required to comply strictly with the rules and regulations and shall be responsible to the Association for compliance therewith by the members of their respective families, relatives, guests, invitees, tenants and contractors, both minor and adult.

2.5 Inseparable Units. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased, or encumbered separately, and shall at all times remain indivisible.

2.6 Descriptions. Every deed, lease, mortgage, trust deed, or other instrument may legally describe a Unit by its identifying Unit number, as shown on the Map, followed by the

words "Carriage Park Condominiums" and a reference to this recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the undivided interest in the Common Elements appurtenant to such Unit.

2.7 Encroachments. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

2.8 Taxes. The Association shall give written notice to the Gillespie Central Appraisal District of the establishment of the Condominium Regime with respect to the Project, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9. Owner's Easement of Enjoyment. Every Owner is granted an easement of enjoyment over the General Common Elements and to use of improvements therein, subject to other limitations, rights and easements contained in the documents.

2.10. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit or the Limited Common Elements assigned thereto.

2.11. Utility Easement. The Association and Declarant may grant permits, licenses, and easements over the Common Elements for utilities or other purposes reasonably necessary for the proper operation of the regime. Declarant and the Association may grant easements over and across the units and Common Elements to the extent necessary or required to provide utilities to units; provided, however, that such easements will not unreasonably interfere with the use of any unit for residential purposes. A company or entity, public or private, furnishing utility service to the property, is granted an easement over the property for ingress, egress, meter reading, installation, maintenance, repair or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a unit.

2.12. Private Streets and Driveways. Streets and driveways outside of units within the Property are General Common Elements and are maintained and administered by the Association. The Association, acting through the Board has the express authority to adopt, amend, repeal, and enforce the rules, regulations and procedures for use of the private streets.

2.13 Use and Occupancy Restrictions.

a. Residential purposes. No part of the Project may be used for purposes other than housing and the related common purposes for which the Project was designed. Each Unit shall be used for residential purposes or such other uses permitted by this Declaration, and

for no other purposes "which may include, without limitation, model homes and sales offices for builders. The foregoing restrictions as to use for residential purposes shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) maintaining his personal, professional library;

(2) keeping his personal business or professional records or accounts;

(3) handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions; or

(4) renting or leasing his Unit in strict compliance with the Declaration, Bylaws and Rules (Community Policies).

b. General Common Elements and Limited Common Elements. The General Common Elements are intended for use for the purposes of: affording vehicular and pedestrian movement within the Project, and of providing access to the Units; providing recreational use by the Owners and occupants of Units; and providing for the beautification of the Project and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the General Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations; no part of the General Common Elements shall be used for general storage purposes, nor shall anything be done on the General Common Elements in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Limited common elements shall be for the exclusive use of the Units that they serve.

c. Use Restrictions. Without limiting the generality of the restrictions of this section, use of the Project by the Unit owners shall be subject to the following restrictions:

(1) Nuisances and safety. No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company. Except for barbecue grills, no exterior fires are permitted. Discharging of firearms or fireworks are prohibited.

(2) Clothes drying. No exterior clothes drying in view of adjacent streets or any neighbors is permitted.

(3) Noise. Condominium unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their condominium unit. Doors and windows must be shut when playing

televisions, stereos and similar sound equipment at sound levels, objected to by any unit owner, tenant or management representative. Yelling or loud talking outside is prohibited.

(4) Animals. No animals are allowed on the Property except that Owners or their tenants may have not more than one dog and/or one cat. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the Property other than in the Unit of its Owner unless confined to a leash or enclosed by fence in the limited common area of a Unit. No animal may be boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash or within an enclosed area which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals and shall be screened so as not to be visible from any other portion of the Property. Leashes may not be tied to objects visible from the street and must be held by a person who can control the animal at all times. The Owner of a Unit where an animal is housed has the responsibility to immediately clean up after such animal has defecated in Common Areas or on outside balconies, patios, enclosed courtyards or streets. If an animal or Unit Owner is in violation of these restrictions, the Declarant or Board may remove the animal from the Property and place the animal with the local humane society.

(5) Liability for animals. The Unit Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought or kept on the Property by an Owner or members of his family, his tenants or his guests, with or without permission of the Board. Owners agree, for themselves, and their respective families, guests, tenants and invitees, that neither the Board members nor the Association shall have any liability for any injury or damage caused by any animal brought or kept upon the Property, with or without the permission of the Board, by an Owner or members of his family, his tenants or his guests.

Animals may not defecate anywhere on the Project except inside the Owner's Unit or in the Limited Common Area of a Unit. Used cat litter must be disposed of only in proper trash receptacles. It may not be dumped in flower beds because the ammonia will kill the vegetation. Owners must keep their dwellings in a sanitary condition and free from fleas, pet parasites and noxious odors. Unit owners shall be liable for damage caused to common facilities by animals of the owner or the owner's tenants or guests. The Unit Owner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from General Common Areas if "accidents" occur while walking the pet. Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

(6) Signs. Unless in compliance with this Article, no signs shall be posted or erected within any portion of the properties, including the common areas, any unit, or any structure or dwelling located on the properties (if such sign shall be visible from the exterior of such structure or dwelling). All signs shall be professionally prepared. Not more than one "for sale" or "for rent" sign shall be placed on a unit. The Declarant and the Board of Directors

reserve the right to prohibit or to restrict the size, color and lettering and placement of all signs; this provision shall not apply to entry, directional or other signs installed by the Declarant, a builder, or their duly authorized agents as may be necessary or convenient for the marketing and development of the property.

(7) Window coverings. All exterior windows shall be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that may be seen from the outside are prohibited.

(8) Storage. No property may be stored temporarily or permanently on sidewalks, walkways, parking lots or other general common areas. Garage sales and estate sales are not allowed. Nothing may be stored in Limited Common Areas except in buildings or screened areas approved by the Board.

(9) Vehicle repair. Except in an emergency when a vehicle is inoperable, no vehicle may be repaired on the property. Otherwise, vehicles must be serviced or repaired off the property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and may be removed from the property at the owner's expense.

(10) Parking.

(a) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited.

(b) No vehicles may be parked or unattended on the streets. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property.

(c) Two spaces for parking of automotive vehicles must be provided either upon the Limited Common Element appurtenant to a Unit or within the Unit itself. Owners and occupants may not park more than two (2) vehicles per dwelling, on a permanent or regular basis. No boats may be parked on the Property at any time unless it is within an enclosed garage.

(d) Bicycles must be stored inside the Unit.

(e) Declarant reserves the right to designate an assigned portion of the General Common Elements as parking for the exclusive use of any Owner. Any parking space not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Declarant until such time as the Declarant no longer owns any Unit within the regime. The Association may thereafter assign parking spaces to any Owner or may use such parking space in a manner determined by the Board but subject to any assignment previously made by the Declarant.

(11) Anti-theft alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

(12) Towing illegally parked vehicles. Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A unit owner is liable for all costs of towing illegally parked vehicles of the unit owner, his family, guests or tenants.

(13) Trash. Garbage or trash may not be stored or thrown outside the disposal areas provided for such purposes. Trash receptacles provided by the Association must be used for disposal of garbage and trash.

(14) Pest control. The Association does not have responsibilities for pest control inside units. However, the Association shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside his unit is adversely affecting other units.

(15) Lighting All exterior lighting placed or erected on the General Common Elements shall be shielded and oriented so that the cone of light is vertical or be placed in a frosted glass lighting fixture. The lighting fixture shall be of a type to shield the source of illumination and limit the illumination not to extend beyond the boundaries of the General Common Element. Residential lighting shall be of a globe type with frosted glass cover or a fixture type which shields the source of illumination. No exterior lighting may be installed without approval of the Architectural Review Committee.

(16) Antennas. No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the property, unless expressly permitted by Federal or State Regulation or Statute.

(17) No alterations. Except with the written consent of two-thirds (2/3rds) of the Association members, no Owner or other person shall make any alteration, modification or improvement to the General Common Elements, including fences, trimming of trees or other vegetation; no additional exterior lighting, awnings, patio covers, or other devices may be added to the General Common Elements; and no structure, equipment, or object may be added to or removed from the General Common Elements by any Owner or other persons.

(18) No drilling. No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Project.

(19) Care during construction. An Owner who is having a Unit or other structure worked on, repaired, or remodeled shall take reasonable and necessary

precautions to prevent damage to the Common Area (including any streets) caused by construction companies, workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site on the Owner's Unit. Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies. Such Owner shall be liable to the respective Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Association's expense, in which event the cost of repair shall be owed to the Association by the Unit Owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage.

(20) No temporary structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings is permitted on the Project, temporarily or permanently, except with the prior written consent of the Board. However, temporary structures may be used in connection with the construction, repair or building of any building or other Common Elements.

(21) Criminal activity. While on the condominium project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers, or other common elements equipment is allowed.

(22) Persons who may use common areas. Common areas may only be used by Unit Owners and their tenants, family and guests.

(23) Leasing. Leasing of units is allowed only if (i) all leases are in writing and are subject to the provisions of the Declaration and community policies, (ii) a copy of the then current community policies are provided by the Owner to the Owner's tenant at the beginning of the lease term, (iii) the Unit is not leased for hotel or transient purposes or for less than thirty (30) days, and (iv) the Owner and Tenant comply with all applicable community policies.

(24) Community policies. All persons shall comply with the Association's community policies as provided in Section 4.4.

ARTICLE III. RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 Ownership. A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 Partition. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided in Section 7.4, "Judicial Partition."

3.3 Exclusiveness of Ownership. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Owners, subject to the rules and regulations adopted from time to time by the Board for the purpose of facilitating such common use and enjoyment by all Owners.

3.4 Residential Dwelling. Each Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, guests or tenants.

3.5 Mechanic's and Materialman's Liens. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the interest in the Common Elements owned by the other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Units of the other owners or against their interest in the Common Elements for construction performed or for labor, materials, services or other products incorporated in such Owner's Unit.

3.6 Owner Maintenance. An Owner shall maintain and keep in repair the exterior and interior of his unit, including the features thereof. All fixtures and equipment, including, without limitation, the heating and air conditioning system and water heater, installed within the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the security system, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Limited Common Elements such as an air conditioning compressor, together with all pipes, wiring, ducts, and other equipment appurtenant thereto.

An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass forming a boundary of such Unit, subject to the Association's right to control the exterior finish and color of the doors. Notwithstanding anything to the contrary contained in this section, an Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of his Condominium Unit.

3.7 Board Approval for Construction, Alteration or Modification. No Owner shall construct a condominium Unit without the prior written approval of the plans therefor by the Board of Directors. No Owner shall construct, alter, modify, add to, or otherwise perform any work whatever upon any of the Property, without the prior written approval of the plans therefor by the Board of Directors.

Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Board for all proposed work. The Board shall have the obligation to answer in writing within thirty (30) days after receipt of notice of the proposed construction, alteration, or modification.

Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction, alteration or modification.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Units, Buildings or Common Elements or impair any easement or appurtenance.

No Building which is illustrated on Plan P-1 through and inclusive of P-12 shall be constructed on abutting or contiguous Units upon which a Building utilizing the same Plan has been erected.

3.8 Liability for Negligent Acts. If the need for maintenance or repair to any portion of the Project is caused through the willful or negligent act of an Owner, his family, guests, tenants or invitees and is not covered or paid for by insurance either on such Owner's Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to Article IV.

3.9 Subject to Declaration and Bylaws. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper a case, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV. MANAGEMENT AND ADMINISTRATION

4.1 Authority to Manage; Association Duty to Maintain. Except as otherwise provided in the Declaration, the affairs of the Project shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in the Texas Uniform Condominium Act. The Association shall have the right, power, and obligation to provide for the maintenance, repair, replacement and administration of the Project, including common elements, to the degree and in the manner as provided in this Declaration, the Bylaws, and the rules and regulations of the Association. However, the Association shall not be responsible for owner maintenance obligations outlined in Section 3.6. The business and affairs of the Association shall be managed by the Board, and the Association may enter into a management agreement upon the terms and conditions approved by the Board and consistent with this Declaration.

4.2 Articles of Formation and Bylaws. The administration of this Condominium Project shall be governed by this Declaration, the Certificate of Formation of the Association, and the Bylaws of the Association, and the resolutions of and rules and regulations adopted by the Board. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

4.3 Board of Directors.

a. Composition of Board. The Board shall consist of three (3) to five (5) persons who are members of the Association, spouses of members, Declarant, and Declarant's agents, or in the event that a Unit is owned by a limited liability company or other business entity, an officer, director, member, partner, or employee of such entity. The election of Directors and determination of number of Directors shall be conducted at each annual meeting of the members. Until Turnover as provided in Section 4.6 of this Declaration, Declarant shall appoint all members of the Board of Directors. Further, not later than the one hundred twentieth day after conveyance of 50% of the units that may be created to Unit owners other than a Declarant, not less than one-third of the members of the Board must be elected by Unit owners other than the Declarant.

b. Voting for Board Members. Each member shall be entitled to cast his total number of votes for the members of the Board, as calculated in the manner provided in Section 4.5 of this Declaration. No member shall cast for any one candidate more than the total number of votes that member has. The candidates receiving the highest number of votes up to the number of vacancies shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of directors.

c. The presence of a majority of directors at a meeting of directors shall constitute a quorum for the transaction of business. The action of a majority of directors present at a meeting at which there is a quorum shall be the act of the Board. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any of the business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board may determine.

d. Length of term. The members of the Board shall serve for a term of three (3) years commencing at the time of the election, or until their death, resignation, removal or until they are no longer members of the Association, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds of the votes represented at a quorum meeting of the members called to consider such action or at an annual meeting of the members.

4.4 Administration and Enforcement of Declaration, Bylaws and Rules. The Association or any owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges and liabilities imposed by the provisions of this Declaration, the Certificate of Formation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

a. Rule and regulation authority. The Board may adopt rules and regulations (which may be referred to as Community Policies) for governing the use and maintenance of the property and obtaining compliance by Owners and their families, guests and tenants with the Declaration and with Association bylaws, rules and regulations, uses of Units, Common Areas, construction, repairs, parking, unsightly objects, occupancy limits (subject to federal fair housing

provision regarding families) relationships between Owners, tenants and/or the Association, enforcement, and other subjects reasonably affecting the project. The rules must be consistent with and not in conflict with this Declaration.

b. Late charges. The Board may adopt late charges, from time to time, for late payment by the Owners of monies owed to the Association.

c. Returned check charges. The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

d. Nonassessment items first. All monies received from an Owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

e. Suspension of voting rights and use rights. The right to vote and the right to use common facilities of any Owner who is more than thirty (30) days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings and all other meetings.

f. Fines. The Board or the Association's manager may assess fines against an Owner for violations by the Owner or his family, guests, agents or tenants of standards of conduct contained in the Declaration and the Association rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owners. There must be notice of the alleged infraction and fine to the Owner no later than forty-five (45) days from the alleged infraction.

g. Remedies against tenants. The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association rules. The Board shall have authority to enforce all rules against the Owner's tenants, including collection of fines for violations of the declaration or bylaws by the tenants.

h. Tenants may pay. If an Owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any tenant of the Owner occupying the unit may pay any sums due to the Association by the Owner in order to avoid suspension of common area use rights; and the Tenant may deduct same from rent due to the Owner. The Association may enter into indemnity agreements to protect tenants who pay money to the Association under authority of this section.

i. Leasing. The Board may adopt reasonable requirements for leasing a Unit, in addition to those contained in Section 2.9, subsection 23. For example, the Board may (1) require that tenant names, work phones, home phones and emergency contact persons be registered with the Board or the Association's management company, or (2) recommend or require that a particular lease form be used, provided that members are free to modify or amend such lease form as they deem proper.

The management company managing the Association does not have authority to act for the Association in leasing or managing individual units. A unit owner may contract with the same management company which manages the Association to lease or manage a unit owned by the Owner. Additionally, in such case the unit owner shall inform the tenant that in leasing or managing the Owner's unit, the management company is not acting on behalf of the Association.

j. Interest. All sums due the Association by Owners shall bear interest from due date at the highest lawful rate, compounded annually.

k. Fees for special services. Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

l. Parking limitations. Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked provided notice required in applicable statutes is complied with regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

m. Pets. Limitation of kind of pets allowed in a Unit shall be set from time to time by the Board and shall uniformly apply to all Owners, their family, guests and tenants. Any rules regarding pets shall not be in conflict with Section 2.13(c) regarding pets.

n. Publication of delinquencies. The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent monies owed by such Owners to the Association. Mortgages lenders may notify the Board of any delinquencies in the payment of mortgages.

o. Name and address of new Owners. An Owner may not sell or convey his Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Lot without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter until such monies are paid in full. If an owner sells or transfers ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The new Owner shall also be liable for all monies becoming due from the date of such new Owner's acquisition of title. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any sums paid by the selling or transferring Owner under this section.

p. Change of address. Owners shall keep the Association timely informed of their current addresses and any change of addresses.

q. Names and addresses of tenants. Owners shall notify the Association of current names and addresses of tenants of their respective Units.

r. Lien of the Association. The Association shall have a lien on an Owner's Unit, including any rentals and insurance proceeds relating to the Unit, to secure payment of all monies owed by the Owner to the Association. The lien and foreclosure of the lien is addressed further in Section 5.9.

s. Security devices on unit doors and windows. The Association may require all Unit Owners to comply with the Texas Property Code requirements for security devices on doors and windows to the same extent that the Code requires residential landlords to provide security devices, even if the Owner's Unit is not rented.

t. Venue and lawsuit authority. All obligations of owners, tenants and the Association arising under this Declaration, the Bylaws or Rules shall be performed in Gillespie County Texas, and venue for any lawsuits relating thereto shall be in Gillespie County, Texas. The Association shall have the right to file and defend a suit (including injunctions) and recover on behalf of the Owners in any cause of action based on damages to the common facilities or Common Area or based on liabilities of Owners and their families, guests, agents, tenants or third parties accruing to Owners and/or the Association.

u. Attorneys fees. If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorneys fees incurred by the Association in collecting monies, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws and Rules.

v. Association entry. The Association shall have the right to enter an Owner's Unit for purposes of (l) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing (by turning on heat or dripping faucets), and (3) protection of property rights and quiet enjoyment of other owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Utility leaks for which the Owner is responsible under the Declaration, Bylaws or Rules may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If the Unit is vacant and for sale or lease, the Unit Owner shall furnish a key in a sealed envelope to the Unit to the Association until it is sold or leased, such key to be used only in the event of suspected utility leaks or repairs thereof.

w. Notices to multiple Owners, tenants and mortgagees. Notice to or from one of multiple Owners or tenants of a Unit shall be deemed as notice to or from all Owners or tenants of that Unit. If an Owner is more than sixty (60) days delinquent, the Association may send to the Owner's tenant a copy of any Association notices or communications with the Owner.

x. Assignment of revenues. The Association shall have the power to convey a security interest in its revenues to a lender for purposes of obtaining loans necessary for the operation and/or improvement of the Project, provided the Association receives written

permission from American Bank of Texas and or its successors and assigns (hereinafter "Lender"), which may be withheld at Lender's sole discretion. Any such loans or liens shall be inferior and subordinate to Lender's Note and Deed of Trust dated December 8, 2011, and any modifications, renewals and extensions thereto, said Deed of Trust filed for record under Clerk's Instrument No. 20115010, in the Real Property Records of Gillespie County, Texas. No such security interest may be given without being approved by a vote of two-thirds (2/3rds) of the Association members voting in person or by proxy at an Association meeting.

y. Other powers. The Association shall have all other powers necessary and proper for the government and operation of the Association, including but not limited to those powers contained in the Texas Uniform Condominium Act.

4.5 Membership and Voting.

Declarant shall take all steps necessary to create the Association, to which Association the Declarant may assign or delegate on a permanent or temporary basis one or more of the rights, powers, obligations and duties of the Declarant under this Declaration. Every Owner of a Unit within the Property shall be a member of the Association.

Membership in the Association shall be appurtenant to the legal, fee title to the Condominium Units of the Project, and upon the transfer of title to a Condominium Unit of the Project, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Condominium Unit, upon recordation of the deed or other conveyance thereof in the Real Property Records of Gillespie County, Texas.

The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners of Units, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person owns an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one Unit hereunder.

Class B: Class B Members shall be the Declarant. Declarant shall be entitled to three (3) votes for each Unit owned. Once a Unit is sold to a person or persons who would be classified as Class A Members, the three (3) votes attached to that Unit shall be extinguished.

When more than one person owns an interest in any Unit, in order for the vote attributable to such Unit to be valid, the Owners of such Unit (or their representatives) shall deliver to the Board of Directors such instruments and documents (including, without limitation, resolutions, authorizations, approvals, and certifications) as the Board of the Directors may reasonably request to confirm that such vote was authorized; such instruments and documents to be delivered prior to the taking of the vote of the members. If such instruments and documents are not delivered, or if the Board of Directors determines, in its sole discretion, that such vote was not properly authorized, the vote submitted for such Unit shall be deemed to be an abstention.

4.6. Turnover.

(a) At any time after commencement of operations of the Association, at Declarant's sole discretion, the Owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith (for purposes of this Declaration, the transfer of management of the Association by Declarant to the Owners is hereinafter referred to as "Turnover"). Upon such Turnover by the Declarant, the Owners will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of this Declaration and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. Prior to the date such Turnover occurs, a Director need not be a member of the Association. From and after such date, a Director shall be a member of the Association.

(b) Notwithstanding 4.6 (a) above, Turnover shall occur within one hundred twenty (120) days after the conveyance of 75% of the Units that may be erected.

(c) Notwithstanding anything to the contrary, until such Turnover has taken place, the management of the Association shall be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management of the Association.

(d) Declarant shall give the Owners written notice of the Turnover (the "Turnover Notice") at least thirty (30) days prior to the effective date of such Turnover. The Turnover Notice shall state the effective date of the Turnover (the "Turnover Date"). In addition, the Turnover Notice shall state the place, date and hour of a special meeting of the Owners called for the purpose of the election of a new Board of Directors as of the Turnover Date, and shall constitute a call and notice of such special meeting. In the event the Owners fail to elect a new Board of Directors by the Turnover Date, the Declarant may (but shall not be obligated to) appoint three (3) or more Owners to serve as an interim Board of Directors until such time as the Owners elect a new Board of Directors. Turnover of the Association shall occur on the Turnover Date specified in the Turnover Notice, whether or not a new Board of Directors is elected by the Owners by the Turnover Date, and whether or not an interim Board of Directors is appointed by the Declarant.

(e) The Association shall at all times from and after Turnover indemnify and hold Declarant, its officers and partners, harmless from and against any and all liability, claims or damages of every kind, arising out of the operation of the Association (whether before or after such Turnover), or the development and operation of the Subdivision (whether before or after such Turnover), including, without limitation, the Common Elements. Additionally, Declarant, its officers and partners, shall not be held liable in any way in its role in enforcing or failing to enforce any of the covenants, conditions, restrictions and other terms of this Declaration, in protecting its rights or in carrying out any of its duties or obligations. The indemnification by the Association of the Declarant shall include the Association's payment of any and all expenses incurred by Declarant, its officers or partners, including the payment of any and all legal expenses, court costs, and all other costs associated with the protection and/or defense of Declarant, its officers and partners, in any legal actions or proceedings or any other action of any kind.

4.7 Insurance.

a. Fire and extended coverage of General Common Elements. The Association shall obtain and maintain at all times insurance of the type and kind required by this Declaration, including such other risks, of a similar or dissimilar nature, as are or shall customarily be covered with respect to condominium projects, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association, the Owners and all mortgagees of Units (of whose lien interest the Association receives written notice) as the insureds. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the General Common Elements, and against such other hazards and for such amounts as the Board may deem advisable.

Each owner of a Unit shall keep and maintain property and casualty insurance in amounts and with such coverage insuring the Unit and the limited Common Element appurtenant to the Unit as the Owner in its sole discretion shall determine.

b. Liability Insurance. The Association shall maintain a policy of comprehensive public liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family member, agent, employee or invitee of an Owner or Occupant, occurring in, or about the Limited or General Common Elements, including, but not limited to walkways, terraces, passageways, driveways, roadways, stairs or property adjoining the Project, which public liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable; provided that the policy limit shall not be less than an amount approved at the Association annual membership meeting covering all claims for personal injury and/or property damage arising out of a single occurrence. In no event shall the liability policy amount be less than $1,000,000. Such liability and property damage insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after ten (10) days prior written notice .to each First Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Unit Owner for liability or damages arising out of the use of his individual Unit as distinguished from the Common Elements of the Project

c. Fidelity bond. The Association may at its discretion maintain or cause to be maintained an adequate blanket fidelity bond covering all persons handling or responsible for funds of or administered by the Association and that such bond shall be of a kind and in, an amount the Association deems necessary for the protection of the Owners.

d. Condominium Owner's Insurance. The insurance required in 4.6 a. does not insure the Unit and the personal property, clothing, and furniture and furnishings of the Unit Owner, and each such Unit Owner may, at the Owner's option and expense, obtain such other

insurance as the Owner deems necessary to insure such Unit and personal property. In addition, the insurance required in 4.6 a. does not insure the Unit or any fixtures, installations or additions composing a part of the building situated on the individual Unit or installed by or at the expense of the Owner and the Owner of the Unit shall obtain at the Unit Owner's sole cost and expense such additional insurance as may be necessary to insure the Unit and the personal property, fixtures and improvements thereon.

4.8 Accounting and Audit. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Project or the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor selected by the Board unless directed otherwise by the Association at the annual membership meeting. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board.

4.9 Architectural Control Committee. The Board shall serve as the Architectural Control Committee for the Association, approving or disapproving, construction, alteration and modifications pursuant to Section 3.7.

4.10 Security Policies.

a. The Association does not promise, warrant or guarantee the safety of Owners, occupants, family members, tenants, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Project has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property.

b. No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Project should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Project should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

c. If security systems, security devices, access gates, or walk-through/drive-through services are utilized in the Project, no representation is made by the Association that such systems, devices or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving the community on behalf of owner are, bylaw, may not carry weapons and have no greater authority under the law to restrain or arrest criminals or to prevent

crime than the ordinary citizen. The Association does not promise, warranty or guarantee that any such systems, devices or services to in fact discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. The Association reserves the right to reduce, modify or eliminate any security system, security devices, or services (other than any that are statutorily required) at any time; and such action shall not be a breach of any obligation or warranty on the part of the Association. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

d. If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions. It is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security related devices in the common area. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in common areas near the Owners Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges, even if caused by the Owner's tenant, family members, guests or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

e. Protecting Owners, their families, occupants, guests and invitees from crime is the sole responsibility of the respective Owners, occupants, and law enforcement agencies. Owners, tenants and other occupants should call the police or 911 first if a crime occurs or is suspected. Owners, tenants and other occupants should promptly report to the Association or the Association's management company in writing any common area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair or improvement:

f. The Association expressly disclaims any duties to provide security services.

ARTICLE V. MAINTENANCE ASSESSMENTS

5.1. Assessments for Common Expenses. All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. Common Assessments for the estimated Common Expense shall be due monthly in advance on or before the first day of each calendar month. By resolution of the Board, the frequency of collection of Common Assessments may be altered from a monthly frequency. If an Owner fails to pay the Common Assessment applicable to his Condominium Unit by the fifth *(5th)* day after such assessment is due, the Board shall have the right to impose and assess a late charge in such amount (not to exceed any applicable usury limit) as may be established by the Board from time to time.

5.2 Purpose of Assessments. The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of

the Owners of the Units, and in particular for the improvement, maintenance, operation, administration and preservation of the Project.

5.3 Determination of Assessments. The assessments to be paid by all of the Owners shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expense that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, insurance premiums, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. Owners have exclusive use of Limited Common Elements and shall not be subject to any special charges or assessments for the repair or maintenance thereof subject to the provisions of Section 3.6. The omission or failure of the Board to fix the assessment shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments.

5.4 Utilities. Each Owner shall pay for his own utilities which are separately metered and billed to each Unit Owner by the respective utility companies. Utility expenses which are not separately metered and billed shall be part of the Common Expenses and each Unit Owner shall pay his pro-rata share thereof as in the case of other Common Expenses.

5.5 Owner Obligations for Assessments and Mid-year Alterations of Assessments.

a. All Owners shall be personally obligated to pay the Common Assessments imposed with respect to his Unit by the Association to meet the Common Expenses. The Common Assessments shall be imposed based upon each Owner's proportionate or percentage interest in and to the Common Elements listed on Exhibit "B".

b. If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of the Owners to which at least two-thirds (2/3rds) of the votes of the Association are allocated, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established either under this Section 5.5 or under Section 5.7.

5.6 Special Assessment for Improvements. In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments applicable to that calendar year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements. Such special assessment may be for the necessary fixtures and personal property related thereto, or for the purpose of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the

Board of Directors may consider appropriate and for the common benefit of all of the Owners.

5.7 Commencement of Assessments. The regular Common Assessments shall be due on the first day of each calendar month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a calendar month and in addition to a prorated assessment, a full monthly assessment shall be due when a Unit is conveyed by Declarant to an Owner. The Board shall fix the amount of the regular Common Assessments applicable to the units at least thirty (30) days prior to January 1st of each year.

5.8 No Exemption. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 Lien for Assessments.

a. All sums due and unpaid by a Unit Owner shall be secured by an express contractual lien (which is hereby created, granted and reserved) on such Unit and any insurance proceeds and rents relating to such Unit, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit; and

(2) All liens securing sums due or to become due under any duly recorded and valid purchase-money first lien mortgage, or initial construction mortgage, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon.

(3) Lender's Note and Deed of Trust dated December 8, 2011, and any modifications, renewals and extensions thereto, said Deed of Trust filed for record under Clerk's Instrument No. 20115010, in the Real Property Records of Gillespie County, Texas.

b. To evidence the amounts from time to time secured by such contractual lien the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or the Association's attorney and may be recorded in the Office of the County Clerk of Gillespie County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owners Unit. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to his Unit shall be deemed to have expressly granted to the Association a power of sale upon his Unit to secure payment of the Common Assessments thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have

the right to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

c. Suit to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

d. Any lienholder on a Unit may pay any unpaid sums due or imposed with respect to such Unit, and upon such payment, the lienholder shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.10 Subordination of the Lien to Mortgages. The contractual lien securing monies owed to the Association shall be subordinate to the lien of any first lien purchase money mortgage or to Lender's Note and Deed of Trust dated December 8, 2011, and any modifications, renewals and extensions thereto, said Deed of Trust filed for record under Clerk's Instrument No. 20115010 in the Real Property Records of Gillespie County, Texas or initial construction mortgage voluntarily granted or created by the Owner on his Unit to the extent, and recorded with the Clerk of Gillespie County, Texas, prior to the due date of the amount(s) owed to the Association. The holder of such a mortgage is referred to as a "First Mortgagee." Sale or transfer of any Unit pursuant to a foreclosure or a deed in lieu of foreclosure shall not affect said contractual lien as to the amounts secured thereby which became due and payable prior to the recording of the mortgage being foreclosed; provided, however, that the sale or transfer of any Unit pursuant to a foreclosure pursuant to a superior lien shall not extinguish the Association's contractual lien on amounts becoming due after such foreclosure. No such foreclosure shall relieve such Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

5.11 Statement of Assessments. Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lienholder or prospective purchase or lienholder of a Unit, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Unit, the amount of the current Common Assessments, the date the next of such Common Assessments becomes due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

ARTICLE VI. PROTECTION OF MORTGAGEES

6.1 Mortgage Priorities. Any Owner shall have the right from time to time to mortgage or encumber his Unit by deed of trust, mortgage or other security instrument.

6.2 Notice to Association. Upon request by the Association, an Owner who mortgages his Unit shall provide the Association with the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a

deed of trust or mortgage on a Unit. The Board shall maintain such information in its records.

6.3 Notice of Default; Lapse in Insurance. The Association shall notify a mortgagee of a Unit in writing, upon written request of such mortgagee, who also provides the Association with its name and address and the number of the Unit on which it holds its lien, of any default by the Owner of such Unit in performing such Owner's obligations, as set forth in the Declaration, which are not cured within thirty (30) days after written notice to do so has been given. The Association, upon written request, shall notify a First Mortgagee of any lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Association.

6.4 Examination of Books. Upon request, the Association shall permit Unit Owners and their mortgagees to examine current copies of the Declaration, Bylaws, other rules concerning the Project and the books and records of the Association during normal business hours.

6.5 Reserve Fund. The Association shall establish adequate reserve funds for replacement of Common Elements and fund the same by regular Common Assessments rather than by special Common Assessments. The purpose of the fund is to pay for unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board.

6.6 Annual Audits. Upon written request the Association shall furnish each First Mortgagee an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association upon payment of reasonable copy charges.

6.7 Notice of Meetings. Upon written request, the Association shall furnish a First Mortgagee prior written notice of all meetings of the Association and shall permit the designation of a representative of such First Mortgagee to attend such meetings.

6.8 Management Agreements. The Association shall be professionally managed. A management certificate, in compliance with the requirements of the Texas Uniform Condominium Act, shall be timely filed with the County Clerk of Gillespie County, Texas. If a management agreement is terminated, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of the old management agreement if at all possible.

6.9 Alteration and Destruction of Units. The Association may not alter or destroy a Unit or a Limited Common Element without the consent of all Owners affected and the First Mortgagees of all affected Owners.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 Amendments to Declaration. Approval of Owners and Mortgagees.

a. The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, is required to amend this Declaration, subject to the limitation below.

b. No Declaration amendments may be made which materially and adversely

affect the interest of any Owner or First Mortgagee of a Unit, such as altering, repealing and/or changing voting percentages, assessment allocations, reserve find requirements, insurance provisions, use rights, maintenance and repair obligations, financial protection of Association funds, or procedures for Declaration amendment or termination.

c. The Board of Directors may, by unanimous vote, at any time amend this Declaration or the Bylaws by instrument duly signed, acknowledged and filed for record, for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies.

7.2 Dimensions. Any square footage, size and dimensions of a Unit as set out and shown in this Declaration or on the Map are approximate and are shown for descriptive purposes only, and the Association does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. A purchaser of a Unit shall have no claim or demand against the Association because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on the Map. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be in the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variance between the boundaries shown on the Map and those of the Units.

7.3 Ownership of Common Personal Property. No Owner shall have any other interest or right to personal property owned by the Association and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Unit.

7.4 Judicial Partition. There shall he no judicial partition of the Common Elements, nor shall any person acquiring any interest in the Project or any part thereof seek any such judicial partition, unless the Condominium Regime has been terminated.

7.5 Condemnation. If all or part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be a Common Expense.

The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided below. If an action in eminent domain is brought to condemn a portion of the Common Elements, the Association in addition to the general powers set out in this Declaration, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey the Property to be condemned to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking of the Common Elements, all damages and awards

shall be paid to the account of each Owner proportionately in accordance with such Owner's interest in the Common Elements.

The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Elements so taken or damaged. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map shall be duly amended by instrument executed by the Association on behalf of the Owners.

7.6 Change in Documents. Upon written request, the holder of any mortgage covering any of the Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in this Declaration.

7.7 Nonliability and Release of the Association, Officers and Directors.

a. Nonliability and release. THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING, FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIAL STORAGE, ELECTRICAL LINES, GAS LINES OR SANITARY SEWER SYSTEM FAILURES, ETC. BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

b. Indemnity. The Association shall indemnity all such Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing.

c. Directors and officers liability insurance. The Board may purchase (but is

not required to purchase) directors and officers liability insurance. Such insurance and any indemnification payments shall be treated as a common expense. The Board of Directors is authorized and directed to modify the Association's corporate charter to conform to this Section 7.7.

7.8 Notices. All notices, demands, or other notices intended to be served upon an Owner may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event addressed in the name of such Owner in care of the Unit number and address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event to the management company for the Association, until such address is changed by a notice of address change duly recorded in the Real Property Records of Gillespie County, Texas.

7.9 Conflict Between Declaration and Bylaws. Whenever the application of a provision of this Declaration conflicts with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

7.10 Invalidation of Parts. If any of the provisions of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is invalidated or declared unenforceable, such invalidity shall not affect the validity of enforceability of the remainder of this Declaration and the application of any provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

7.11 Omissions. In the event of the omission from this Declaration of any word, sentence. clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes of this Declaration, then such omitted matter shall be supplied by inference and/or by reference to the Act.

7.12 Consent of Mortgagee. The financial institution holding a first lien on the Property at the time of recordation of this Declaration consents to the creation of the Declaration, as set forth in Exhibit "C".

IN WITNESS WHEREOF, this Declaration has been executed as of 26th day of September, 2012.

SKICAT, LLC
A Texas Limited Liability Company

By: _____
KENT T. FIELDS, President

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26th day of September, 2012, by KENT T. FIELDS, President of SKICAT, LLC, a Texas Limited Liability Company, on behalf of said entity.

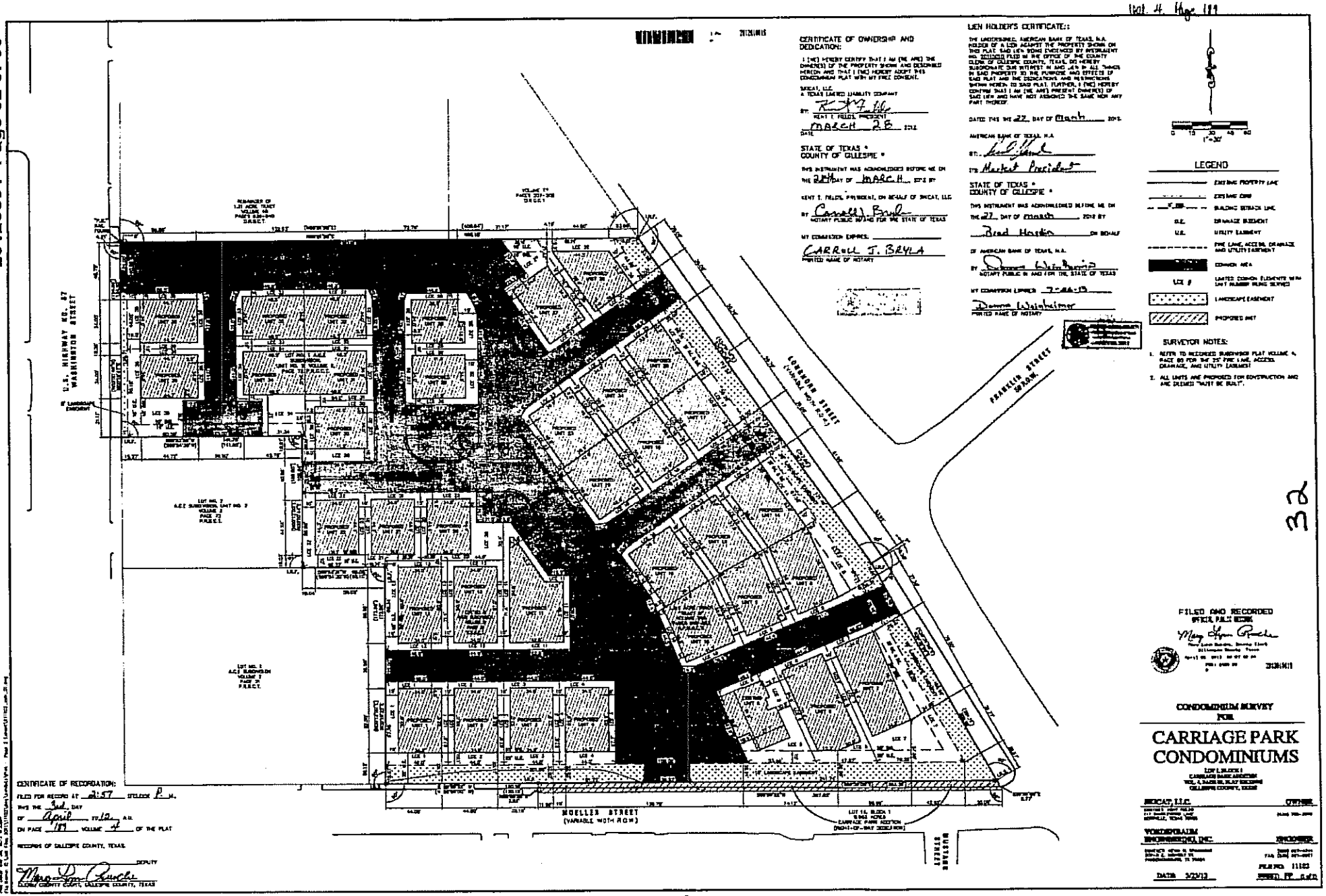
Carroll J. Bryla
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
My Commission Expires
January 02, 2013

EXHIBITS:

A - Map of the Property
B - Schedule of Percentage Interests
C - Consent of Mortgagee
D – Plan A, Plan A2, Plan B, Plan B2, Plan B3, Plan C, Plan C2, Plan D, Plan E, Plan F, Plan G, Plan H, Plan I, Plan J, Plan K

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EXHIBIT "A"

EXHIBIT "B"

Unit Number	Percentage Interest
1	2.78%
2	2.77%
3	2.78%
4	2.77%
5	2.77%
6	2.78%
7	2.77%
8	2.78%
9	2.78%
10	2.78%
11	2.77%
12	2.78%
13	2.77%
14	2.77%
15	2.78%
16	2.78%
17	2.78%
18	2.78%
19	2.78%
20	2.78%
21	2.78%
22	2.78%
23	2.77%
24	2.78%
25	2.78%
26	2.78%
27	2.78%
28	2.78%
29	2.78%
30	2.78%
31	2.78%
32	2.78%
33	2.78%
34	2.78%
35	2.78%
36	2.78%
TOTAL	100%

EXHIBIT "C"
CONSENT OF MORTGAGEE

American Bank of Texas, ("financial institution") the holder of a lien encumbering the real property as created by a Deed of Trust recorded under Clerk's Instrumentt Number 20115010, of the Official Public Records of Gillespie County, Texas, consents to and approves of the Declaration of Covenants, Conditions and Restrictions for Carriage Park Condominiums.

EXECUTED the 26th day of September, 2012.

AMERICAN BANK OF TEXAS

BY: _____
Printed
Name: Brad Hardin
Title: Market President

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26th day of September, 2012, by Brad Hardin, Market President of AMERICAN BANK OF TEXAS, on behalf of said bank.

Cherril Bierschwale
Notary Public, State of Texas

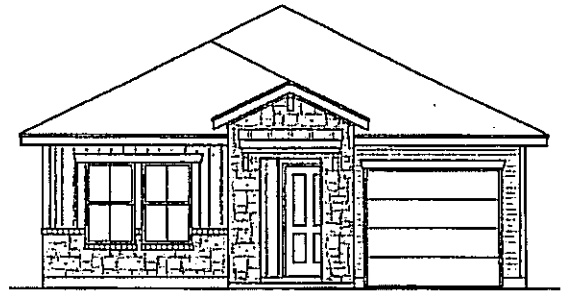
CHERRIL BIERSCHWALE
Notary Public, State of Texas
My Commission Expires
October 04, 2016

EXHIBIT "D"

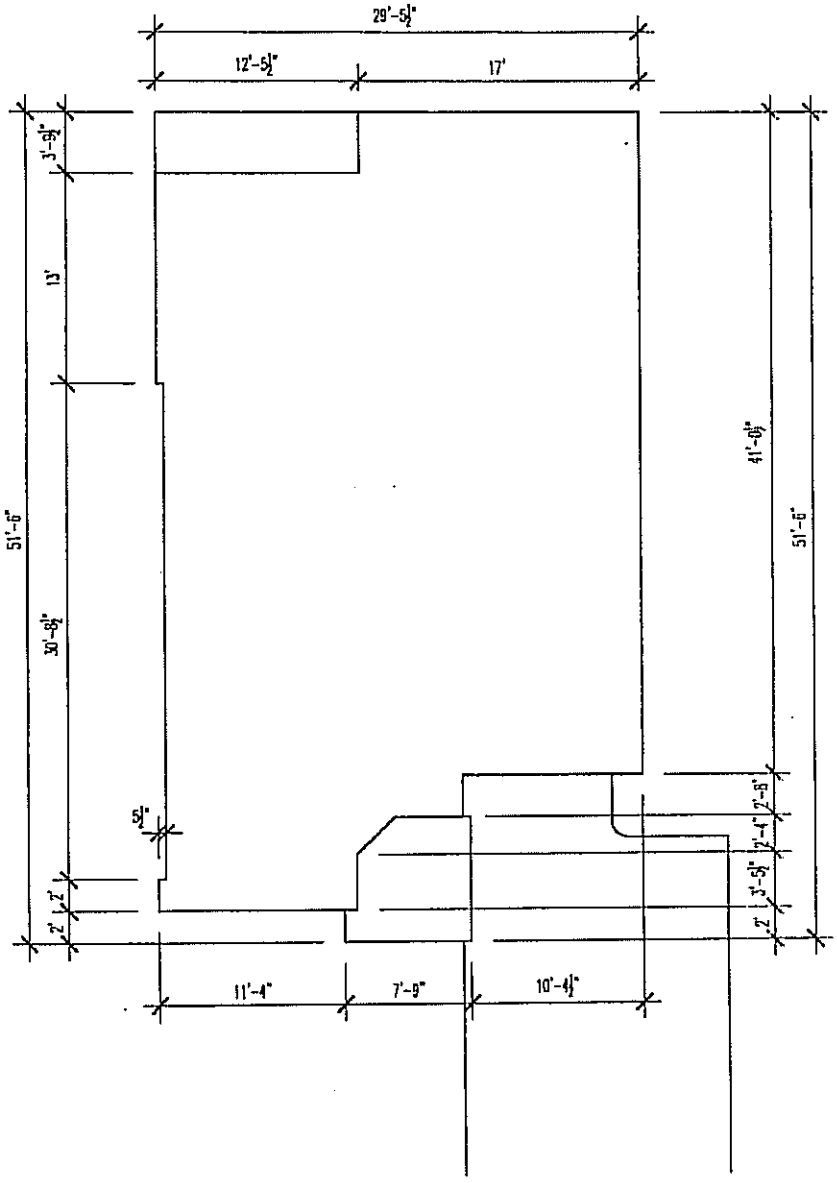
Plan A
Plan A2
Plan B
Plan B2
Plan B3
Plan C
Plan C2
Plan D
Plan E
Plan F
Plan G
Plan H
Plan I
Plan J
Plan K

attached hereto.

Plan A

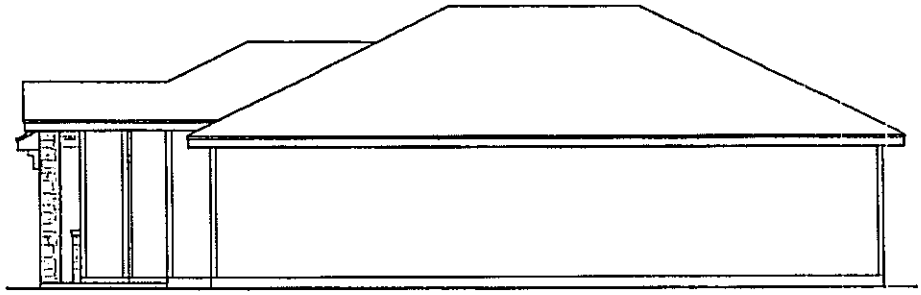


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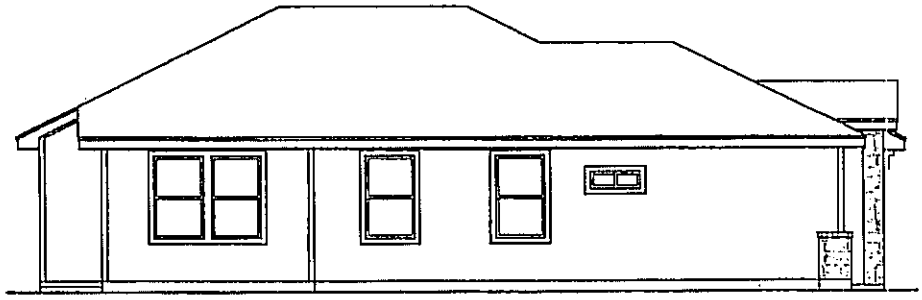


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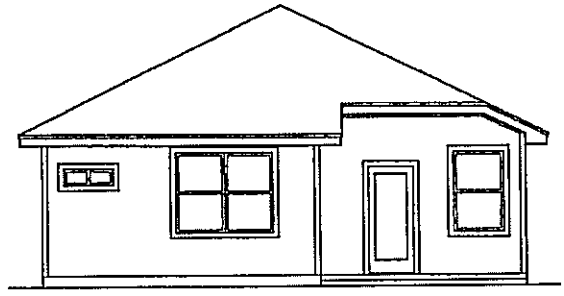
Plan A



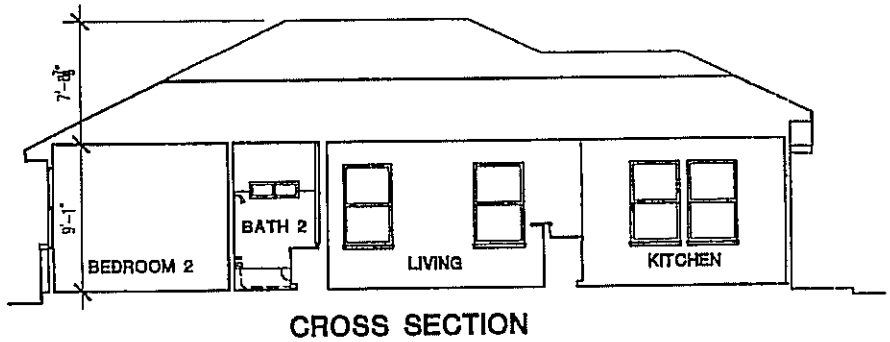
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LEFT ELEVATION



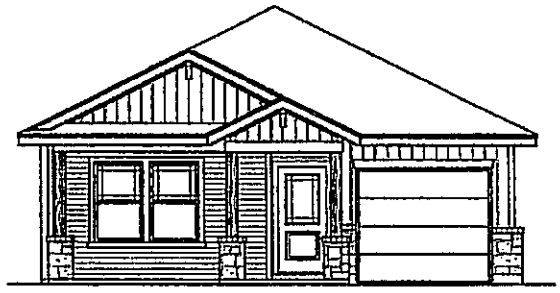
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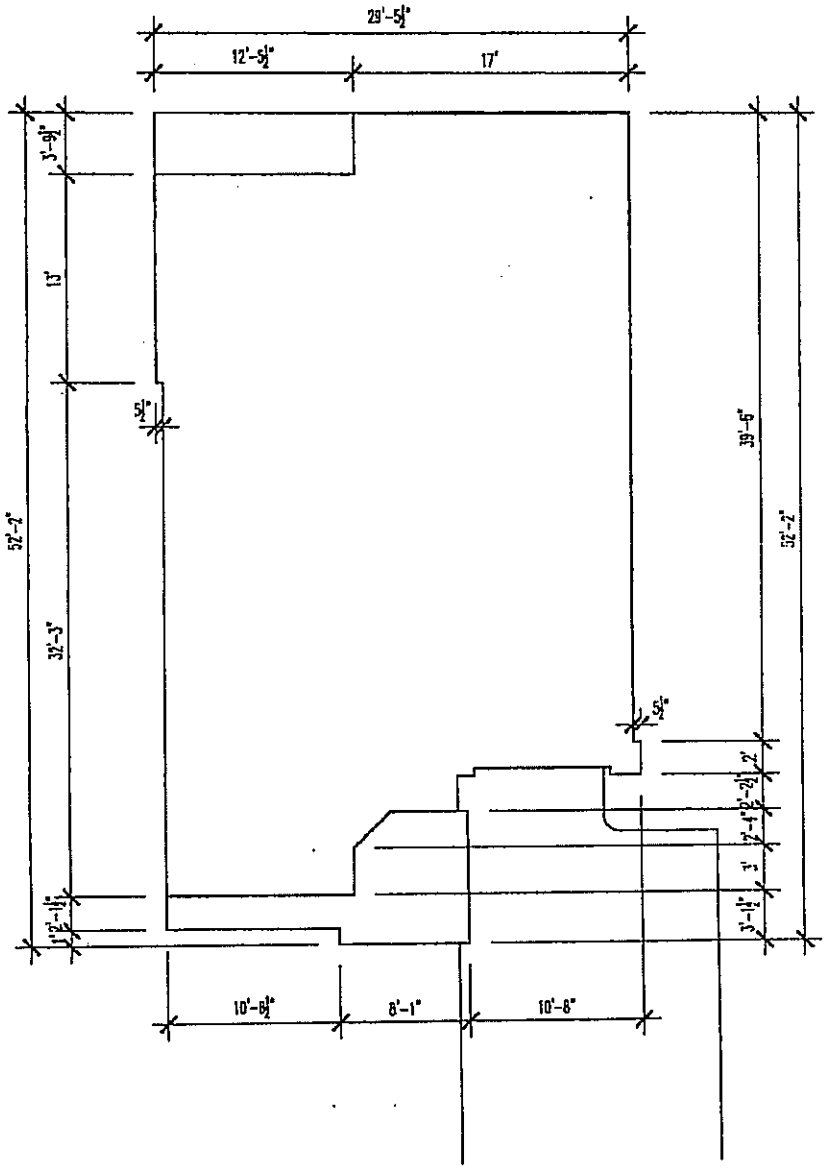
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Plan A2

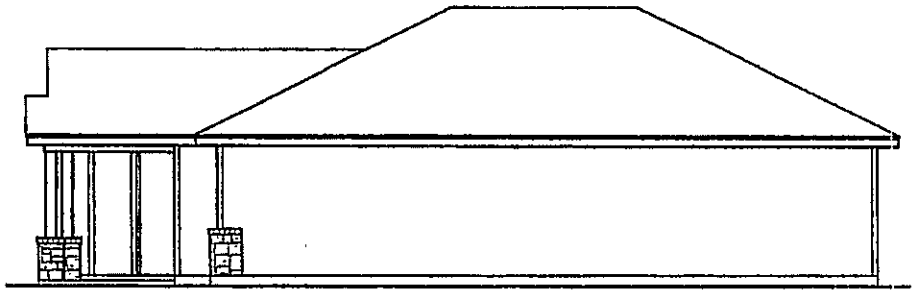


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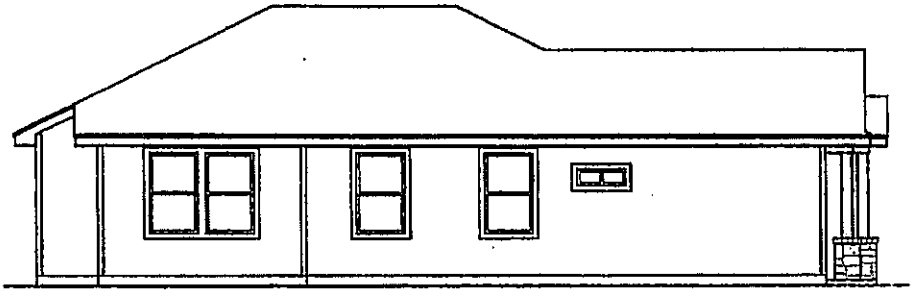


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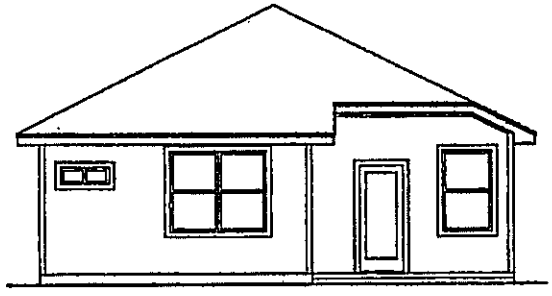
Plan A2



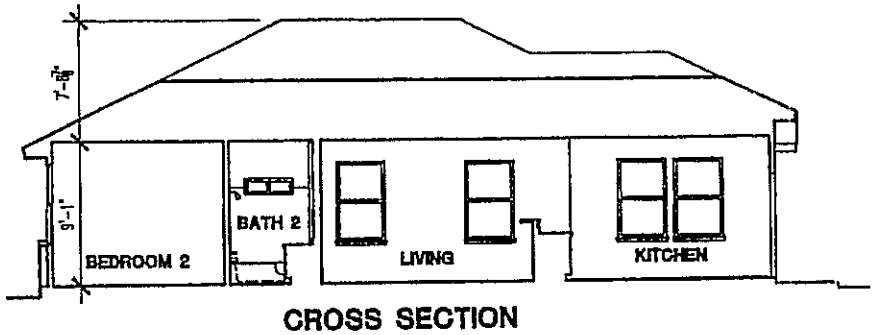
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LEFT ELEVATION



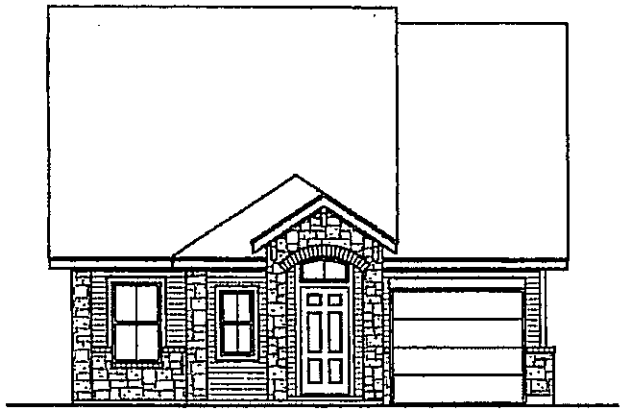
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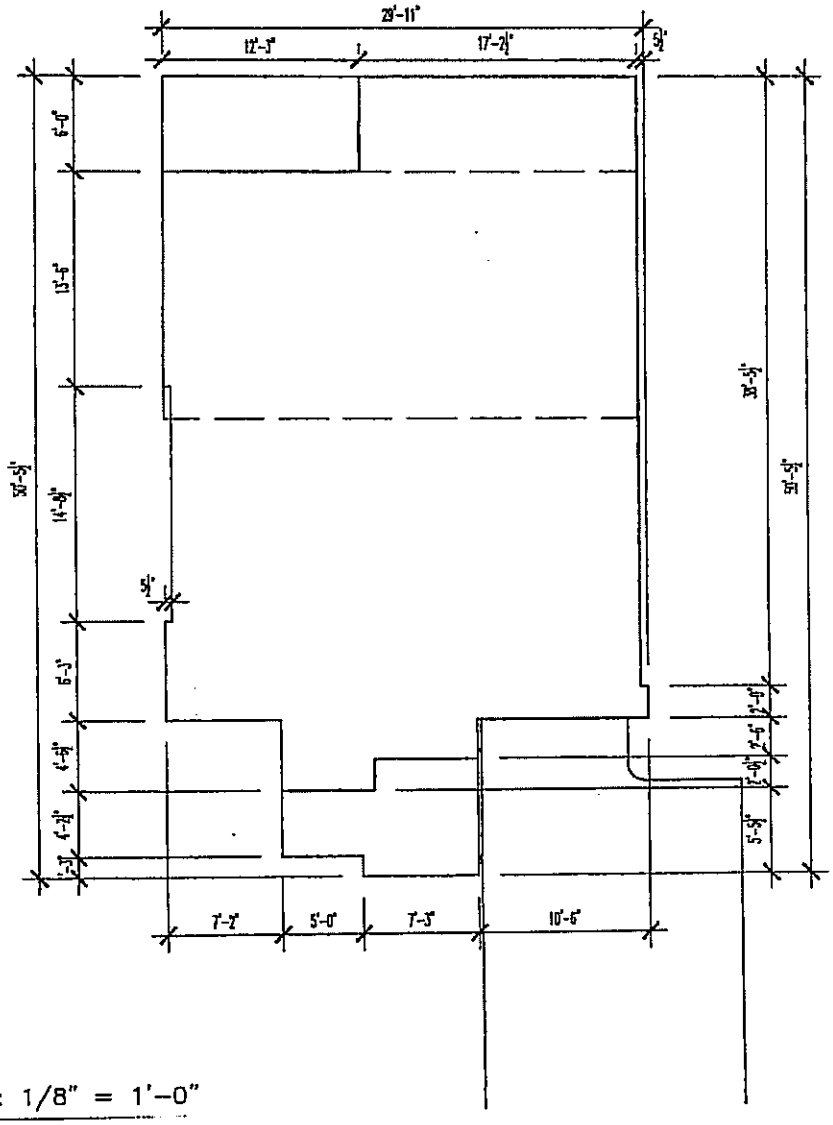
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Plan B

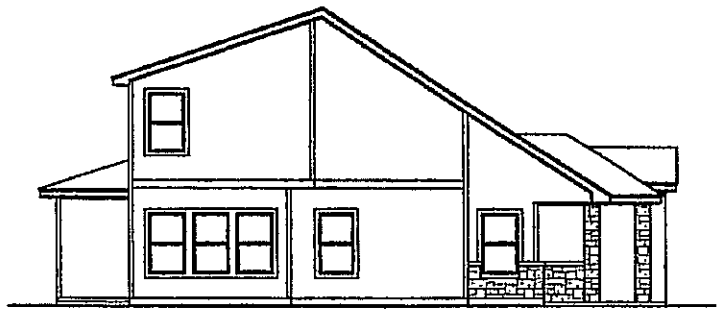


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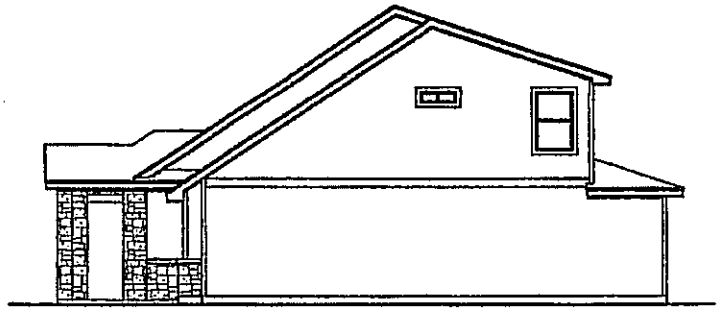


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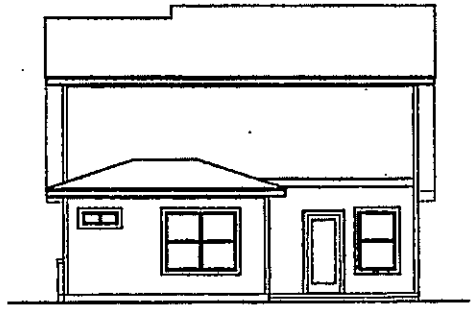
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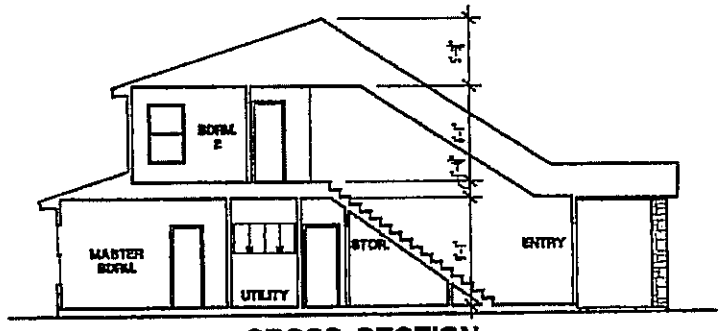
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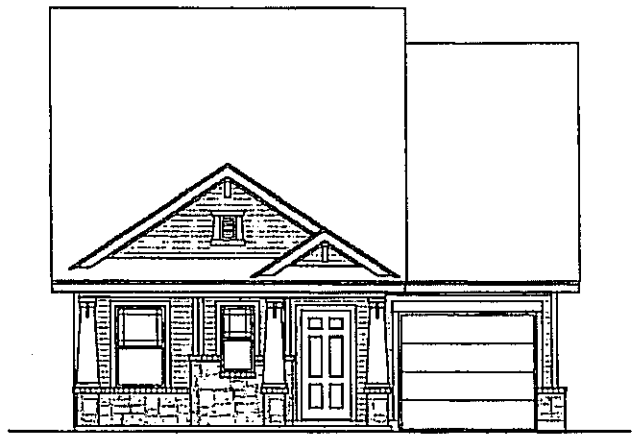
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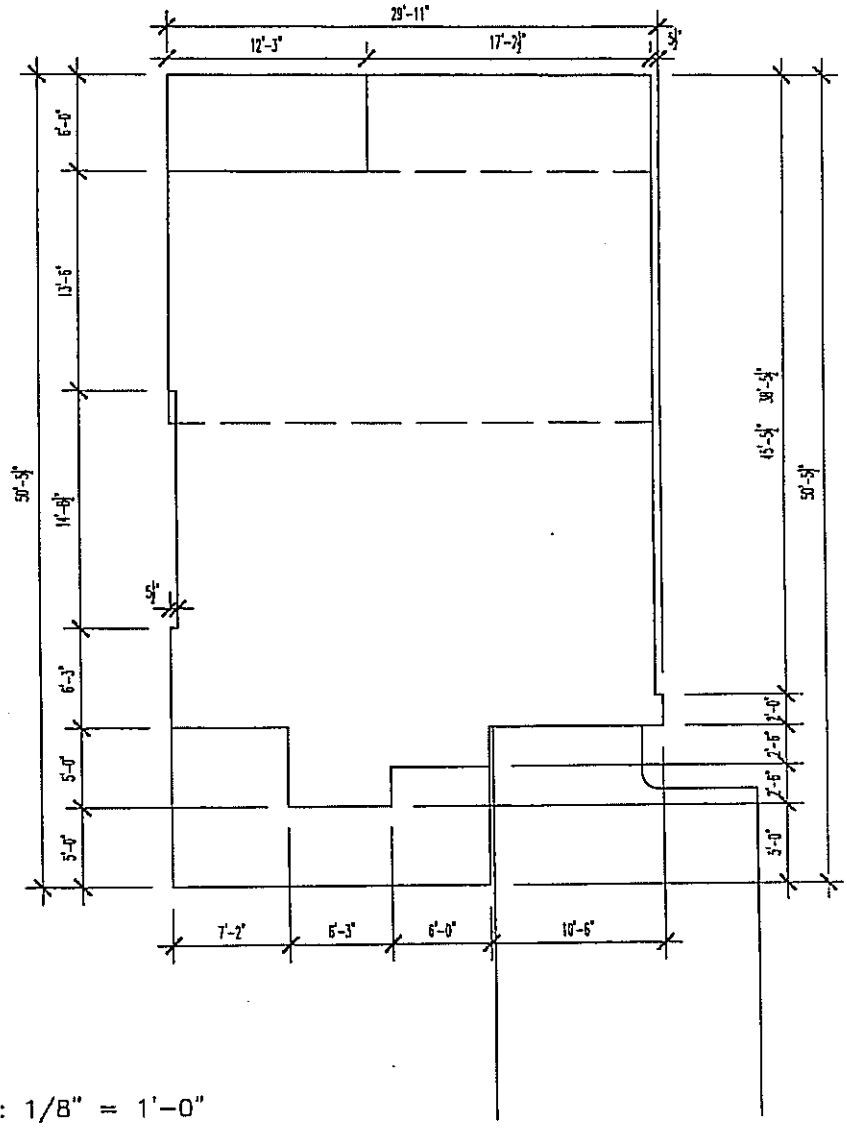
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Plan B2

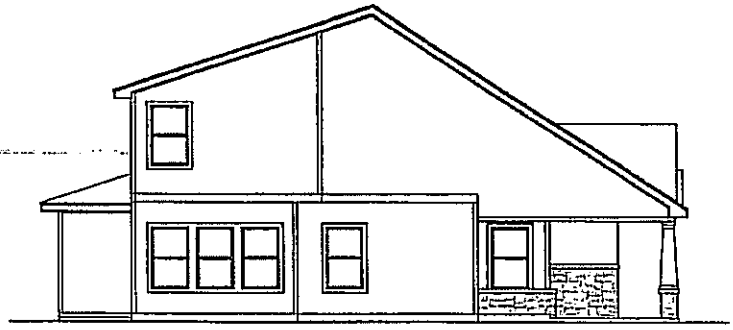


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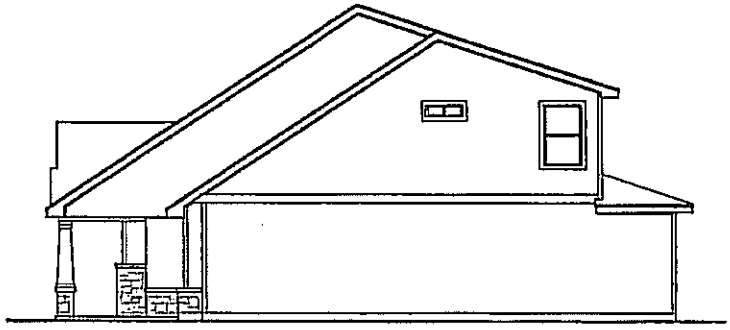


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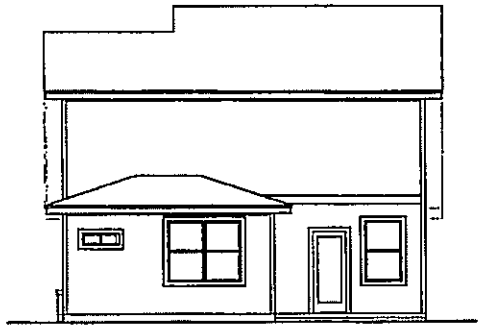
Plan B2



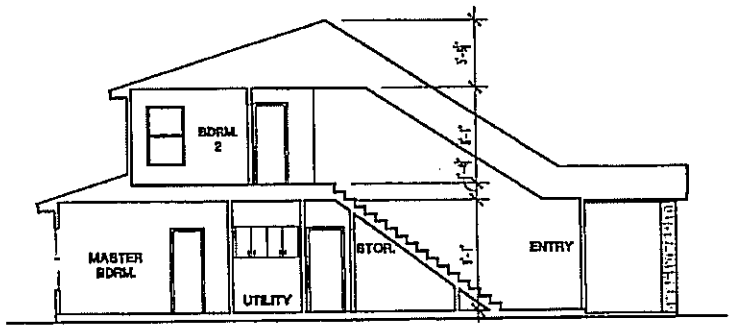
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RIGHT ELEVATION



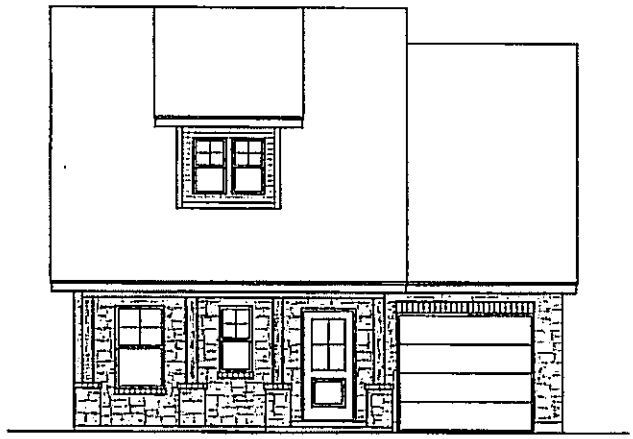
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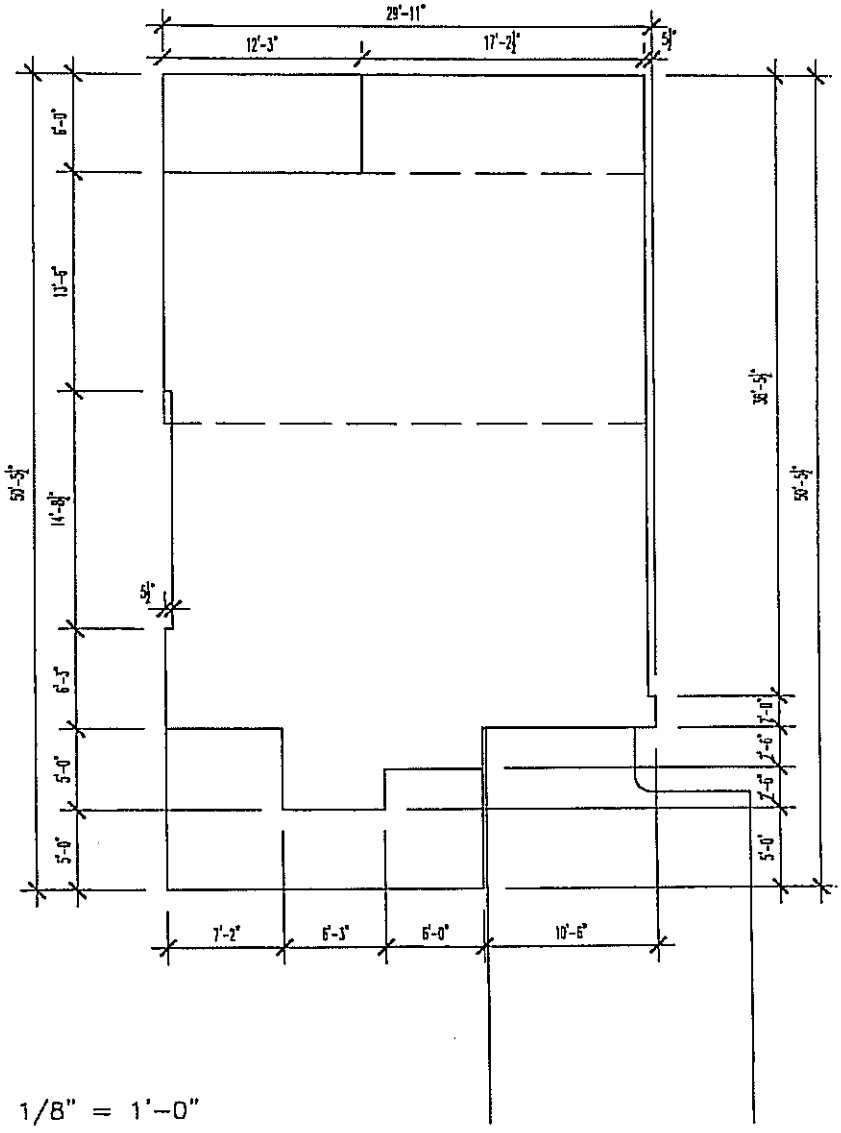
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Plan B3



FRONT ELEVATION

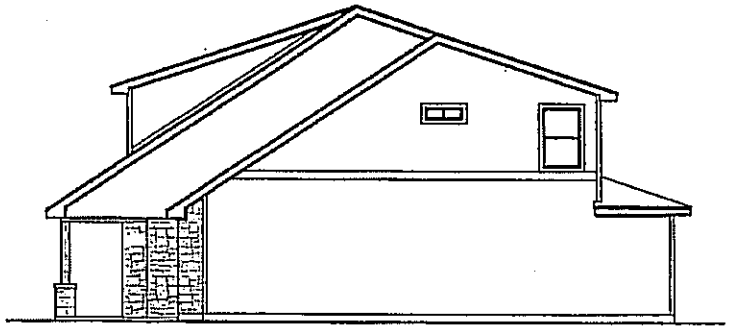


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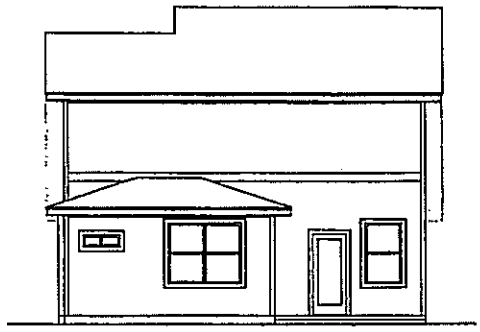
Plan B3



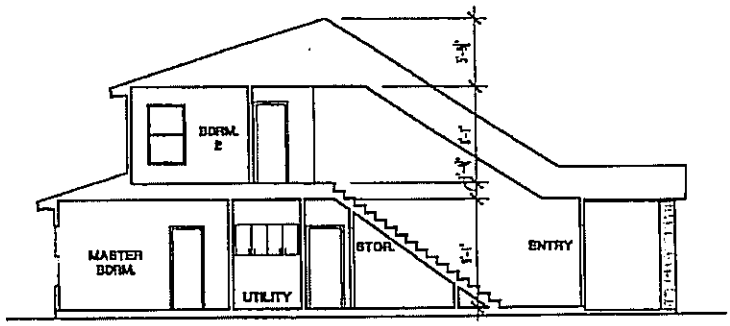
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



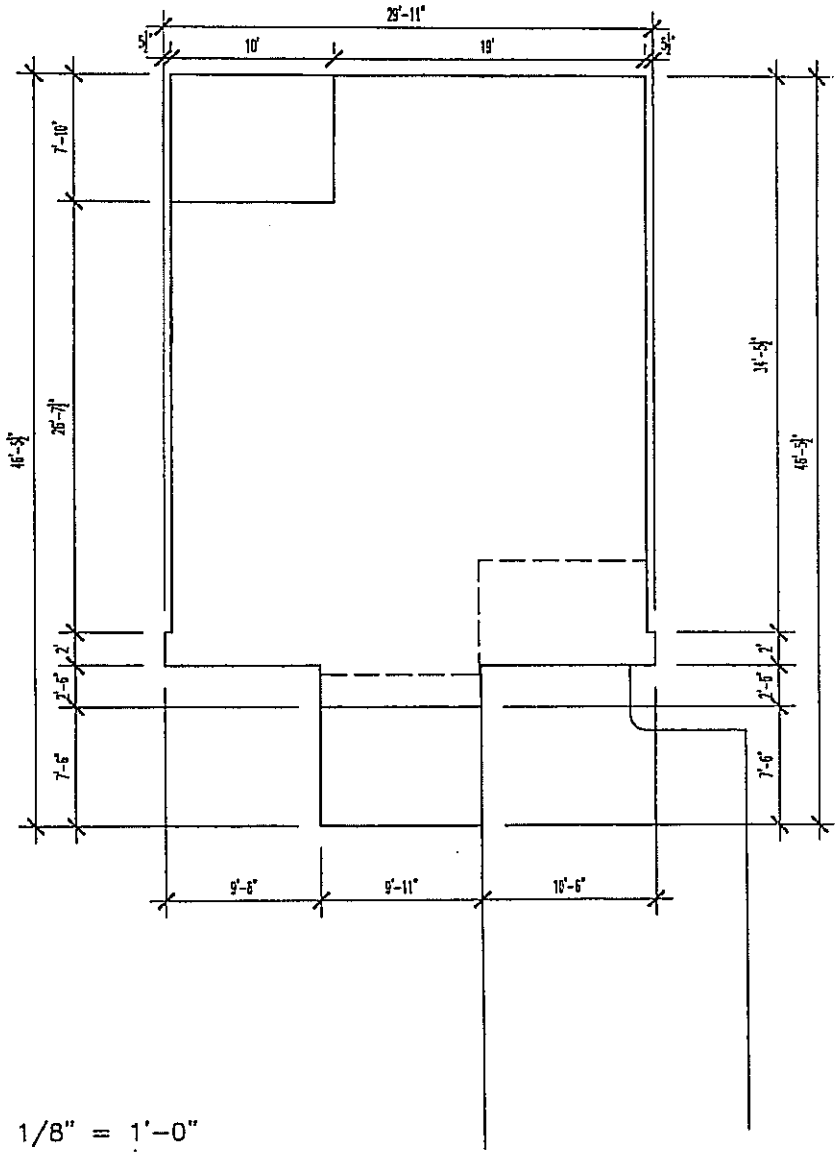
CROSS SECTION

SCALE: 3/32" = 1'-0"

Plan C

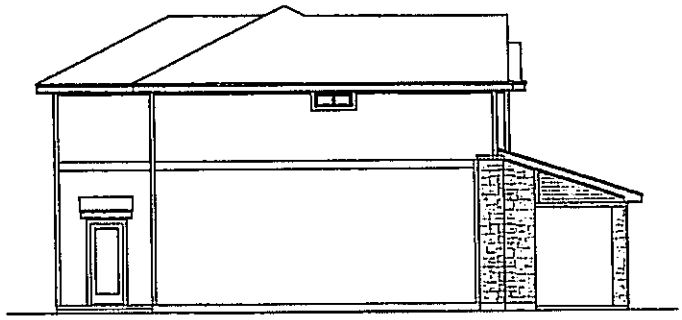


FRONT ELEVATION

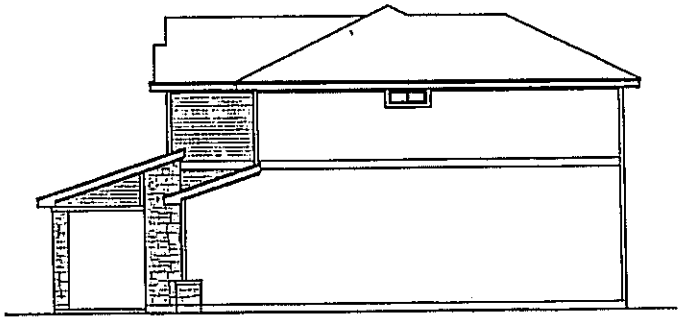


SCALE: 1/8" = 1'-0"

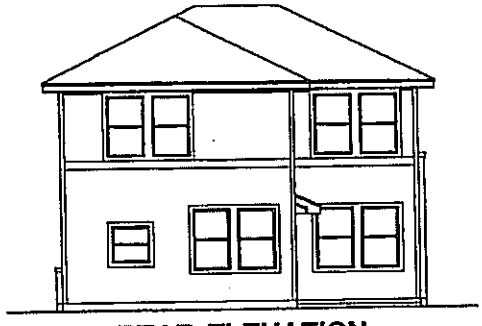
Plan C



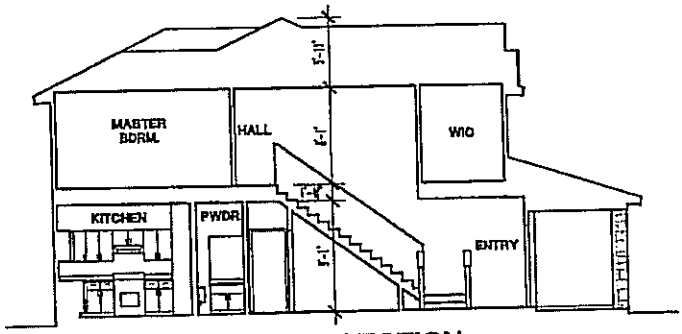
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



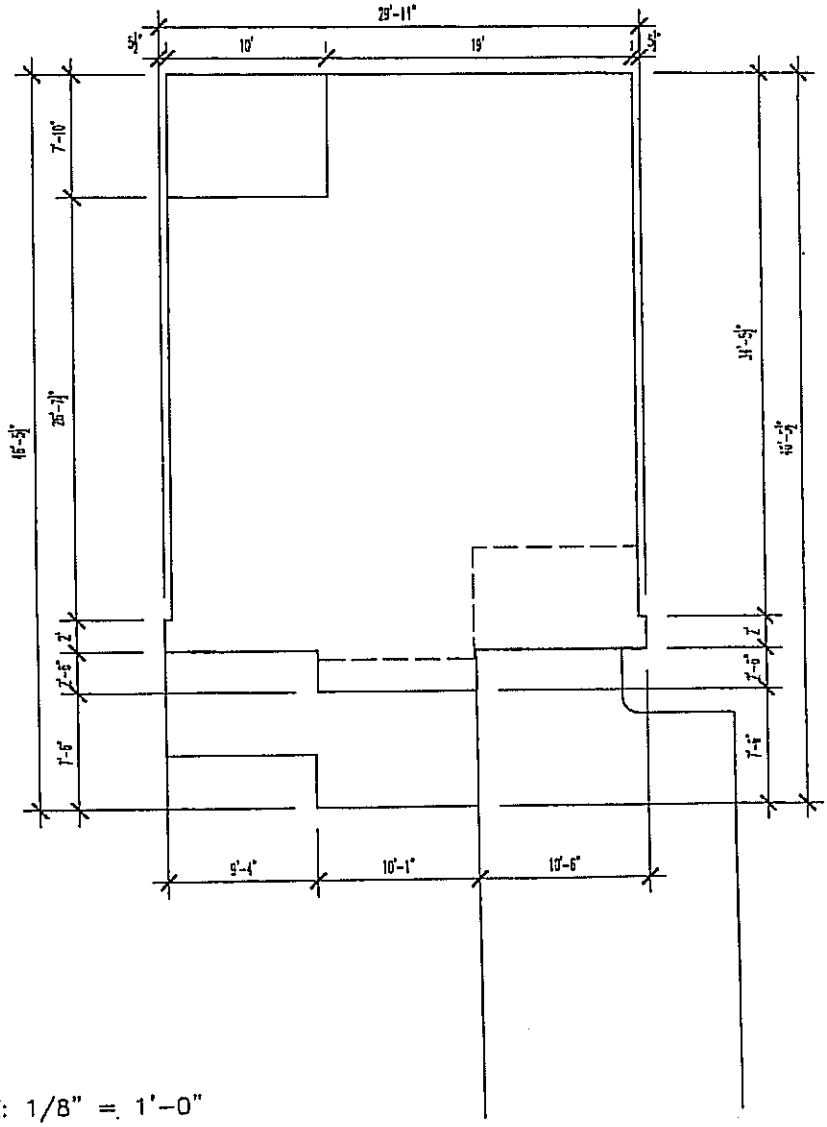
CROSS SECTION

SCALE: 3/32" = 1'-0"

Plan C2

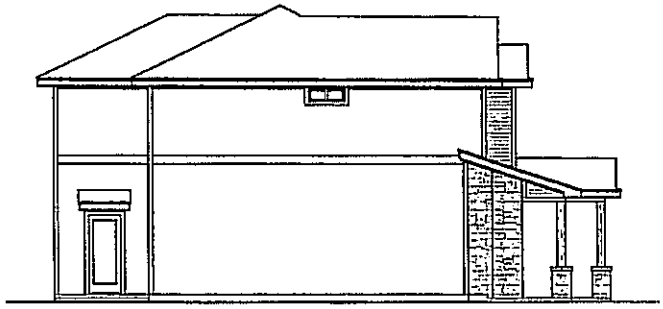


FRONT ELEVATION

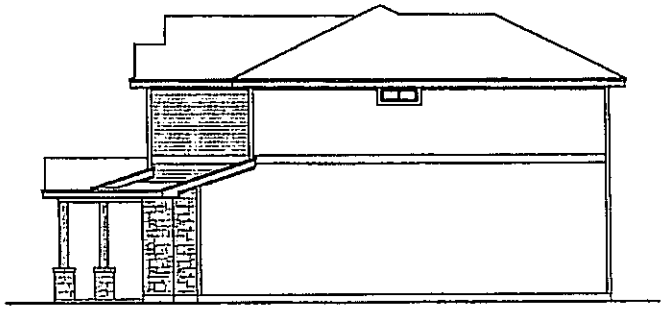


SCALE: 1/8" = 1'-0"

Plan C2



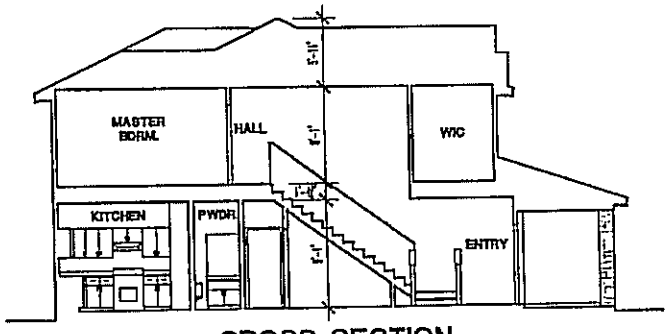
LEFT ELEVATION



RIGHT ELEVATION



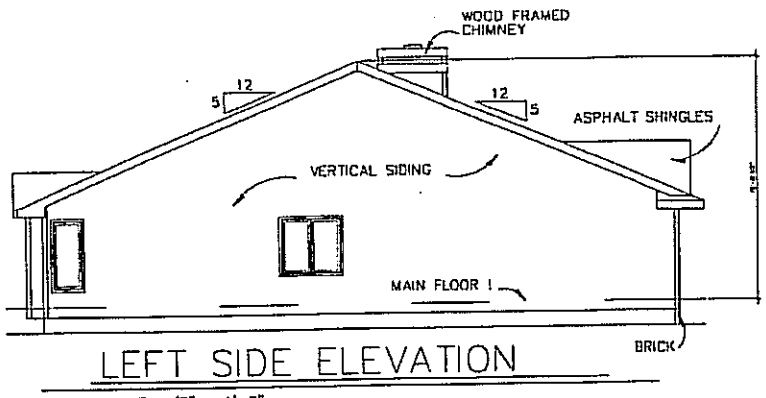
REAR ELEVATION



CROSS SECTION

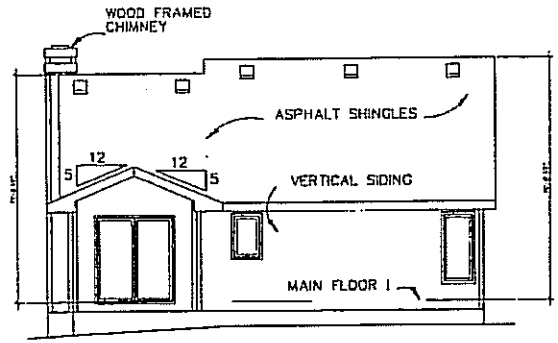
SCALE: 3/32" = 1'-0"

Plan D



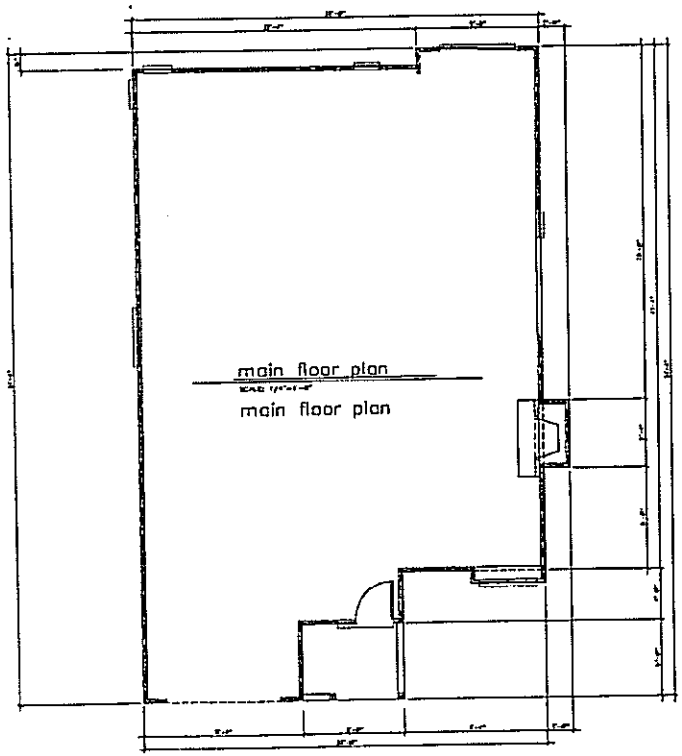
LEFT SIDE ELEVATION

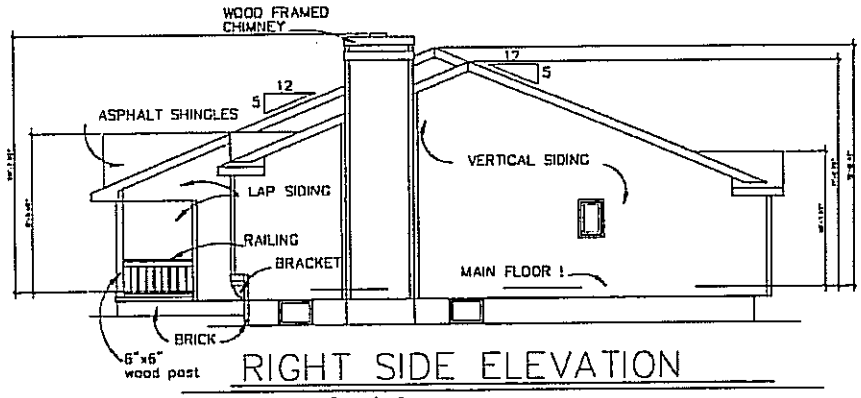
SCALE: 1/8" = 1'-0"



REAR ELEVATION

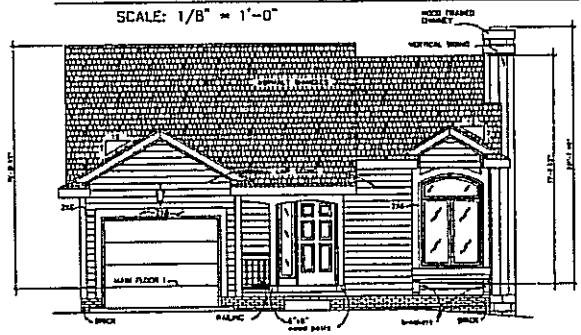
SCALE: 1/8" = 1'-0"





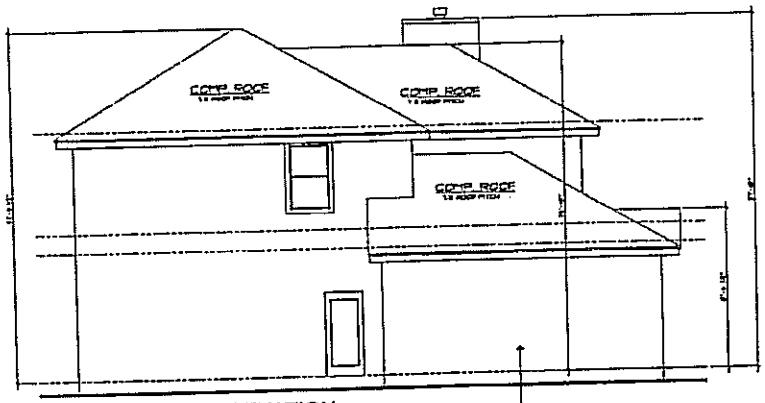
RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

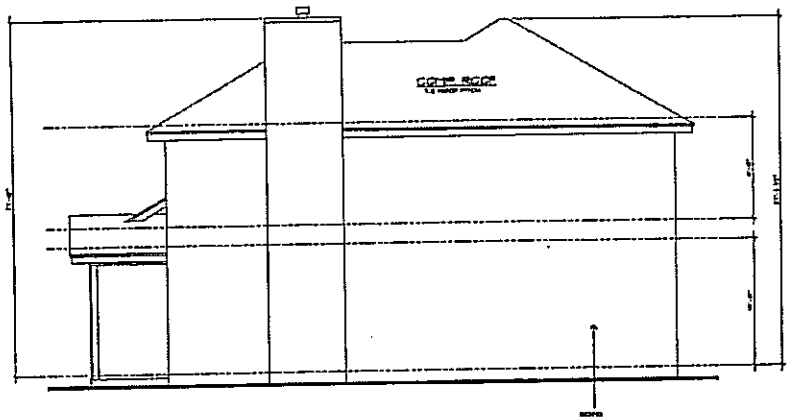


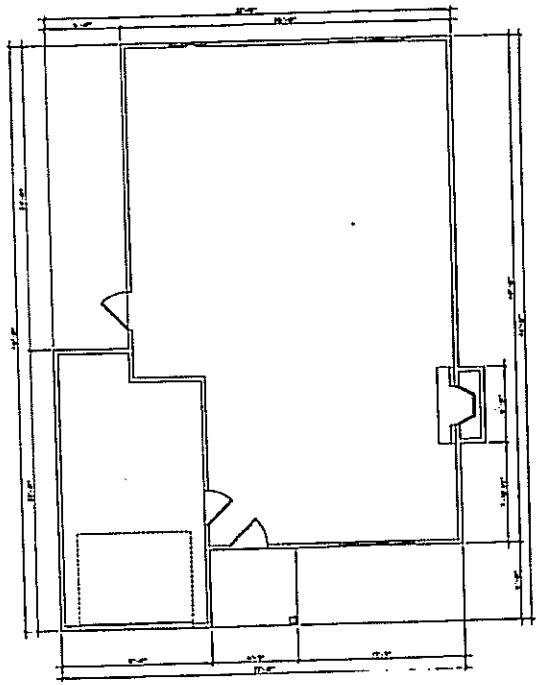
FRONT ELEVATION

Plan E

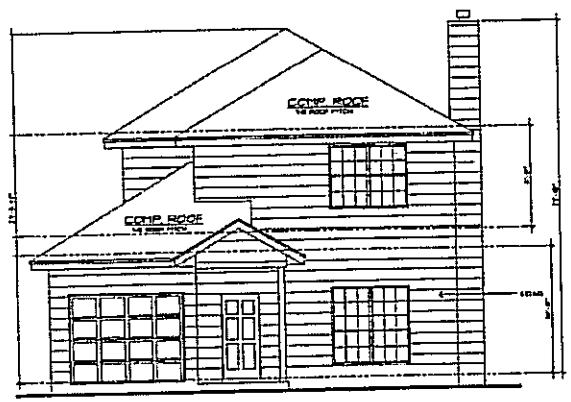


LEFT ELEVATION

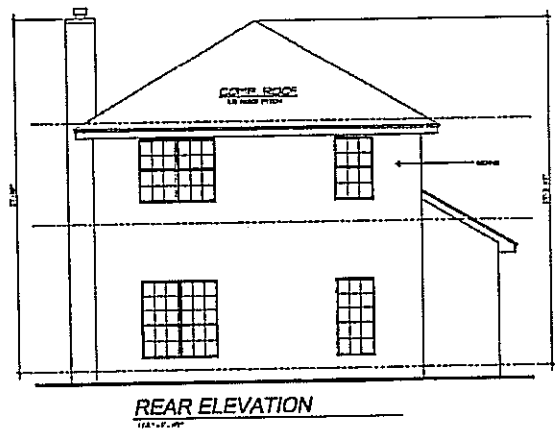




FLOOR PLAN

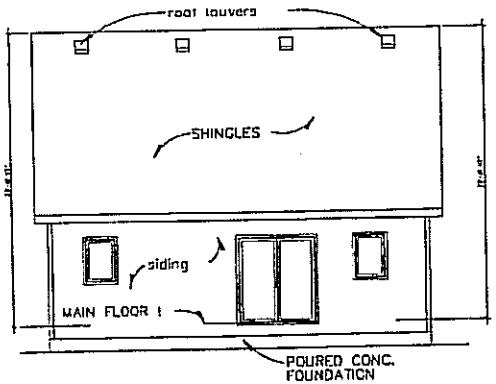


FRONT ELEVATION



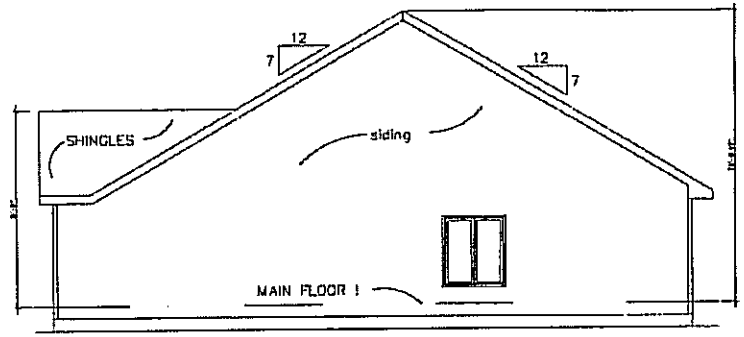
REAR ELEVATION

Plan F



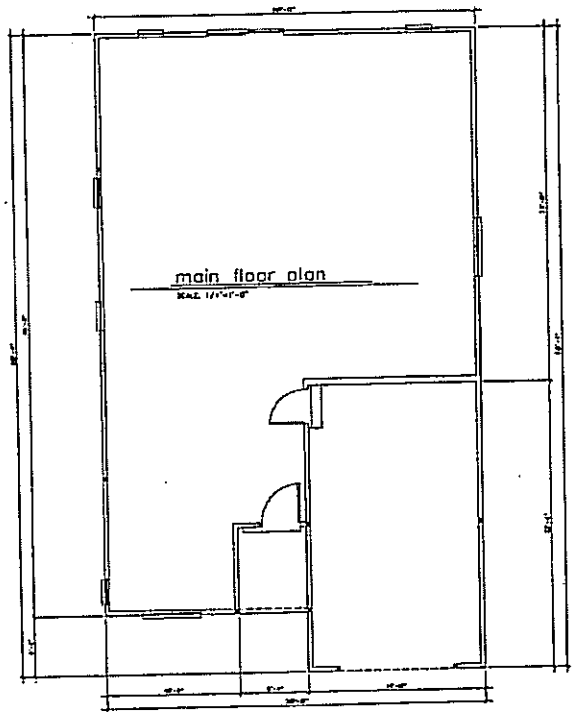
REAR ELEVATION

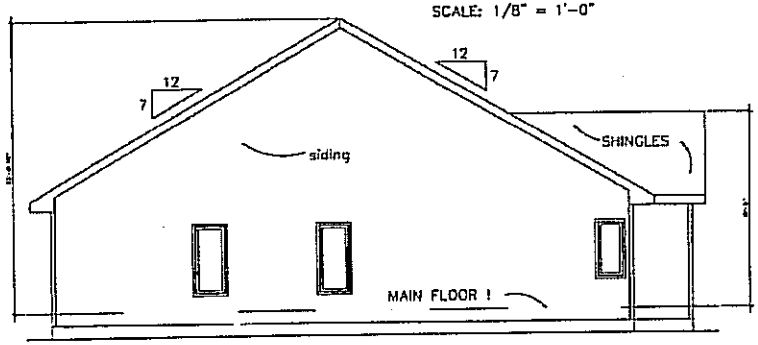
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

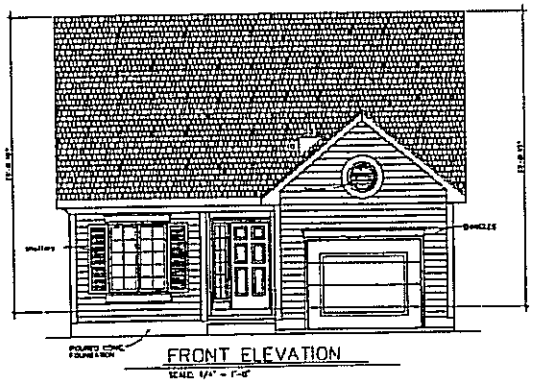
SCALE: 1/8" = 1'-0"





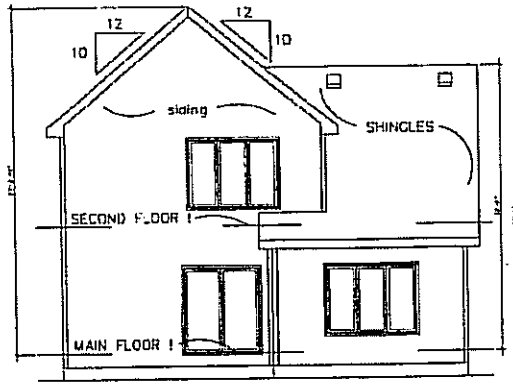
LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



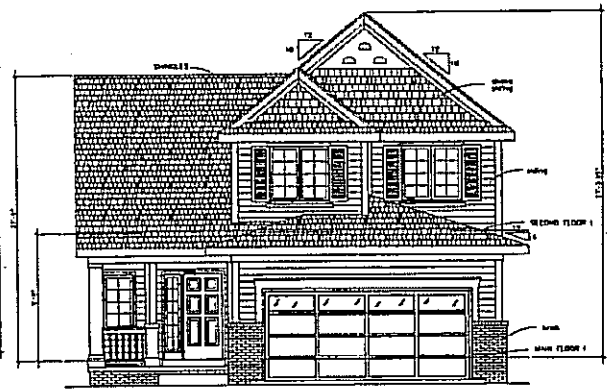
FRONT ELEVATION

Plan G

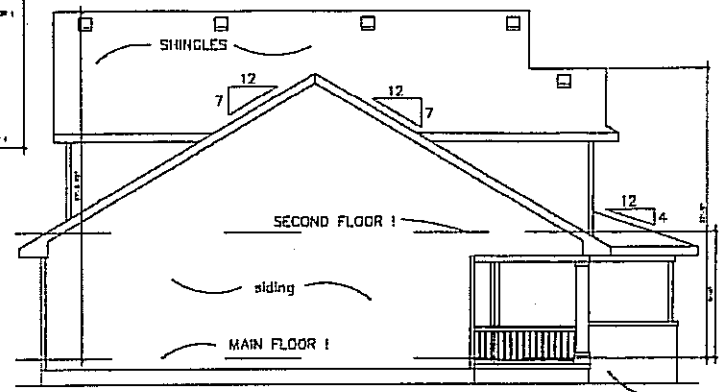


REAR ELEVATION

SCALE: 1/8" = 1'-0"

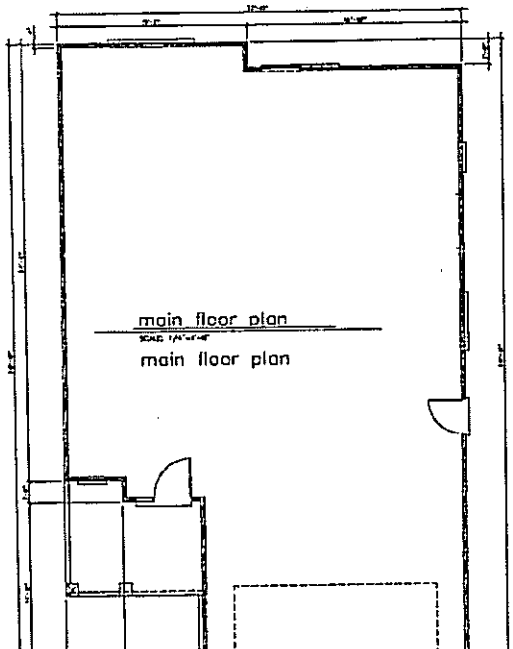


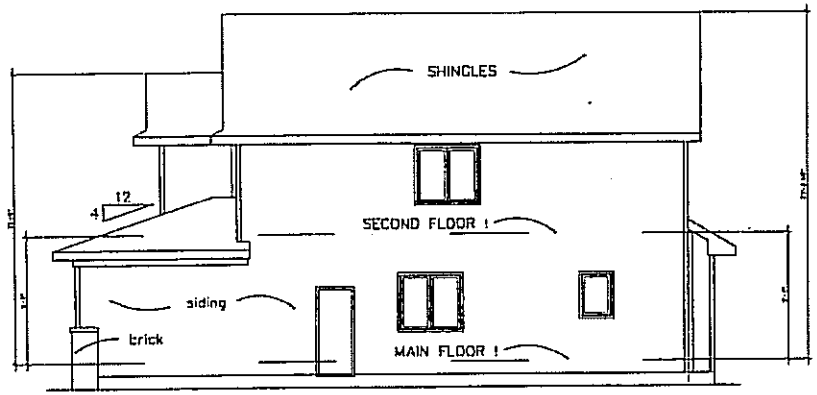
FRONT ELEVATION



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

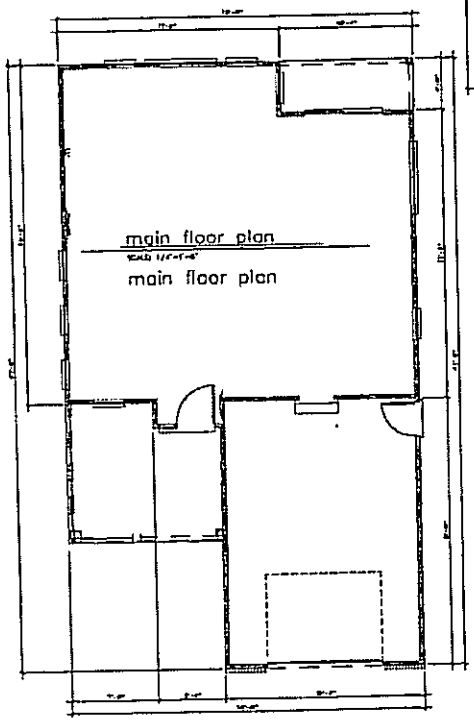


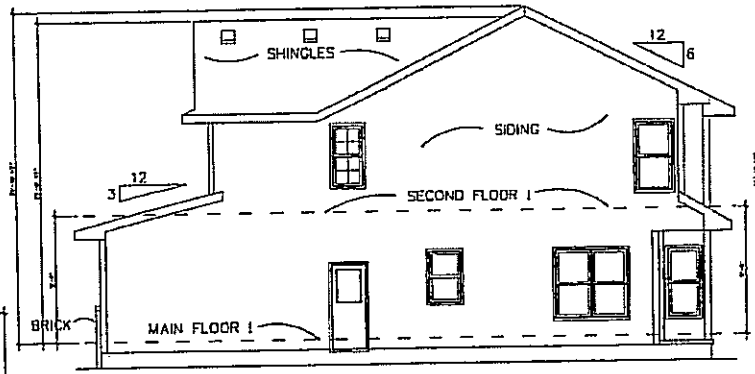


RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

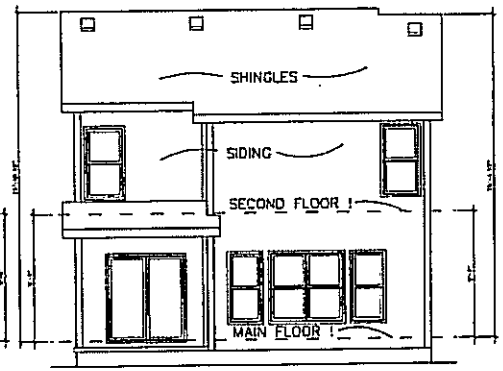
Plan H





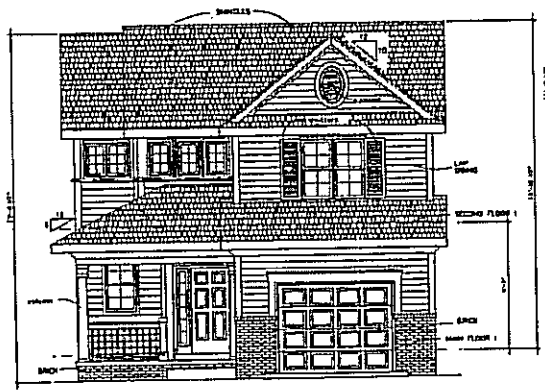
RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

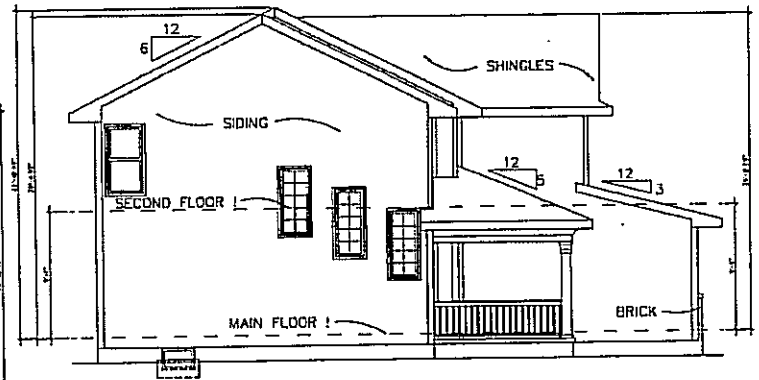


REAR ELEVATION

SCALE: 1/8" = 1'-0"



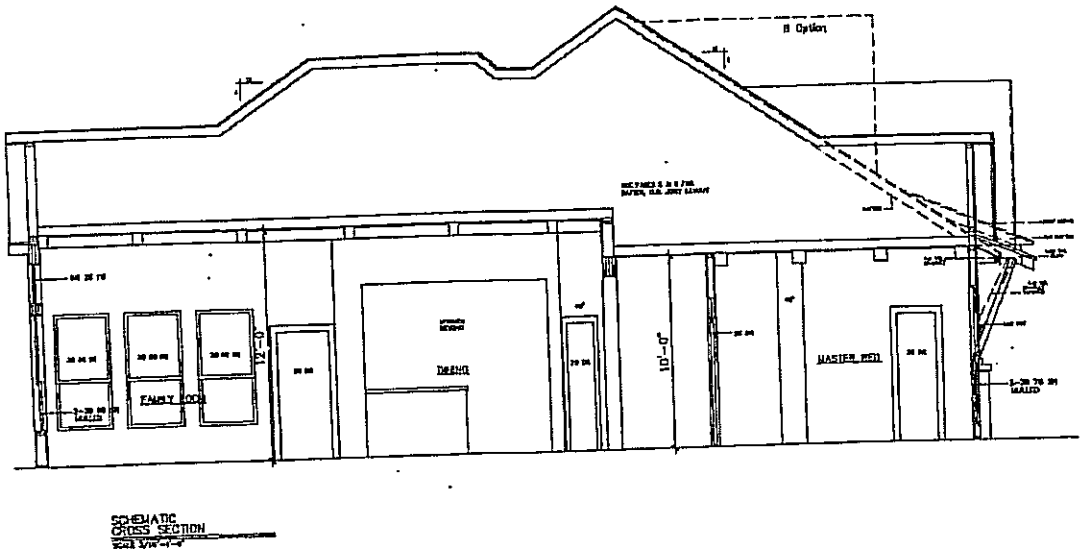
FRONT ELEVATION



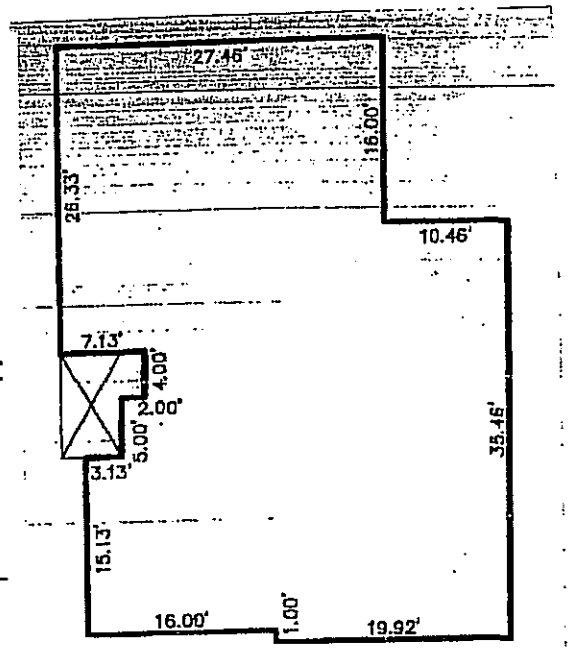
LEFT SIDE ELEVATION

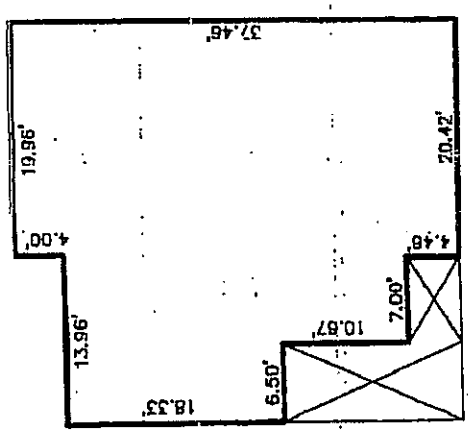
SCALE: 1/8" = 1'-0"

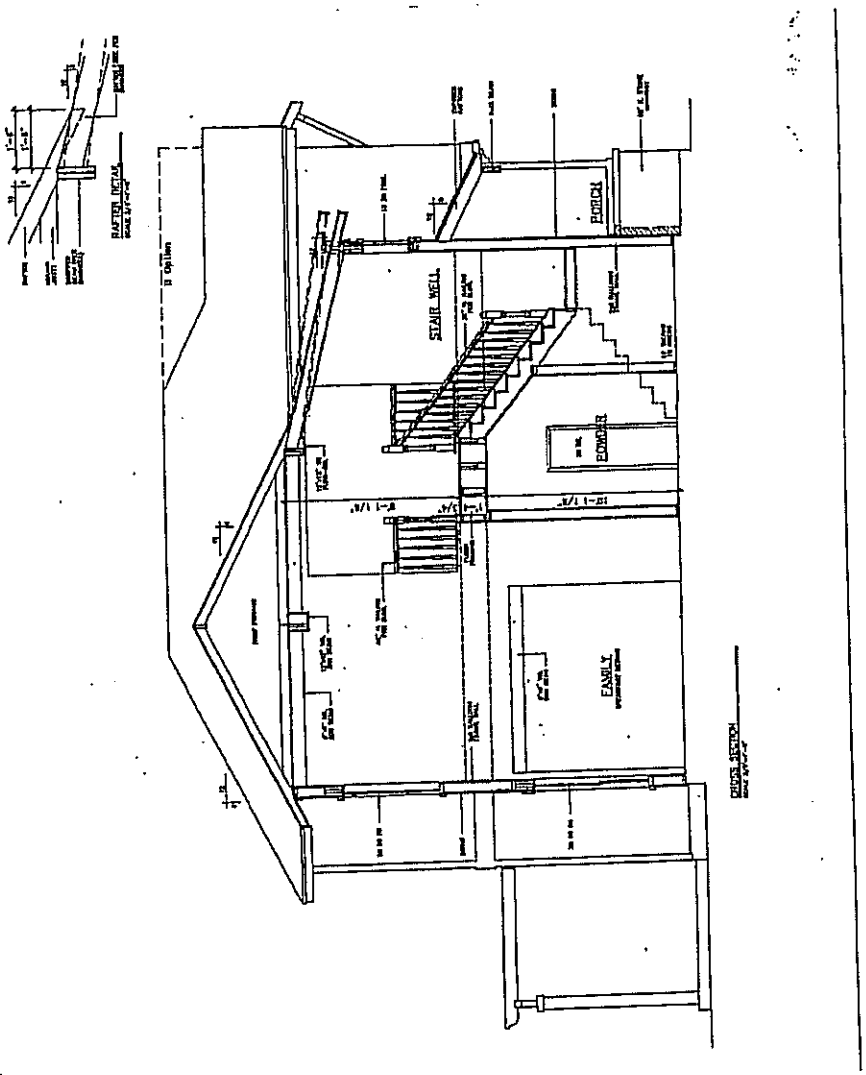
Plan I



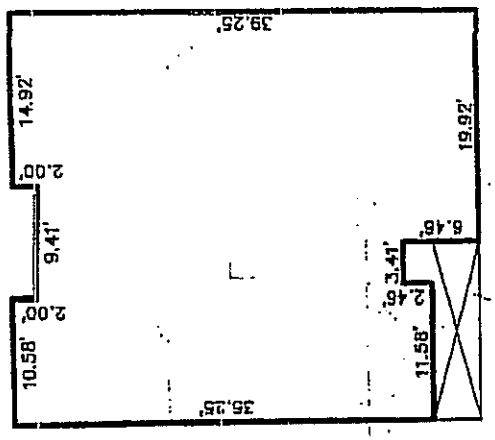
SCHEMATIC
CROSS SECTION

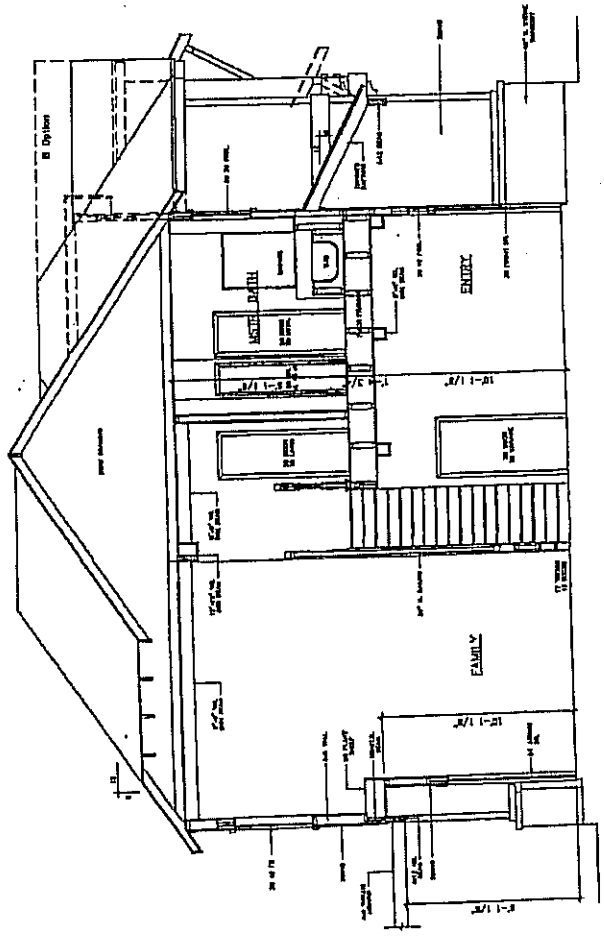



37.46'
19.96'
20.42'
4.00'
4.48'
7.00'
10.87'
13.96'
6.50'
18.33'


PORCH
STAIR WELL
FAMILY

Plan J


39.25'
14.92'
19.92'
2.00'
9.41'
2.00'
6.46'
3.41'
1.46'
10.58'
11.58'
35.25'


ENTRY
FAMILY

Plan K

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
September 27, 2012 09:52:27 AM
FEE: $239.00 20123891
DCC