GILLESPIE COUNTY CLERK
101 WEST MAIN STREET
FREDERICKSBURG, TX 78624
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Receipt Time: 10/20/2022 11:01:02 AM Receipt #: 134036

Issued To: SHACKELFORD, HAWKINS & ASSOC

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
1	DECLARATION/COVENANTS/CONDITIONS/RESTRICTIONS	33	1	20227232		$154.00
					Total:	$154.00

Payments

#	Type	Payment #	Amount	NSF
1	CHECK	3044	$154.00	
		Total Payments:	$154.00	

THANK YOU

LINDSEY BROWN

GILLESPIE COUNTY CLERK

DEPUTY: CSTAATS

Gillespie County Clerk's Office

LINDSEY BROWN, COUNTY CLERK
(830) 997-6515 (830) 997-9958 Fax



101 W. Main, Unit #13, Room 109, Fredericksburg, Texas 78624

DATE: OCT 2 1 2022

Enclosed please find the following recorded instrument(s):

Register Number(s) 20227232

We appreciate the opportunity of being of service to you.

Lindsey Brown
County Clerk

33 pgs
DCC
20227232

DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR INDIAN HILLS SUBDIVISION

THIS DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS FOR INDIAN HILLS SUBDIVISION, made and published this 17th day of October, 2022 by TWO SEVENTY TWO ACQUSITIONS, LLC (hereinafter, "Declarant"), hereafter referred to together with its successors-in-title who come to stand in the same relation to the property as its predecessor did as "Declarant".

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the upon referenced property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunity within the property in order to contribute to the personal and general health, safety and welfare of the property Owners and residents therein and do maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, Owners association, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Indian Hills Subdivision and each and every subsequent Owner of any of the parcels and numbered lots in said development, Declarant does hereby set up, establish, promulgate and declare the following to apply to all of said parcels, numbered lots, marina and boat dock slips and to all persons owning said parcels or numbered lots or any of them, hereafter. These covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through TWO SEVENTY TWO ACQUSITIONS, LLC, their heirs, successors, successor-in-title and assigns, and Indian Hills Subdivision, to-wit:

ARTICLE ONE
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 DECLARANT shall mean TWO SEVENTY TWO ACQUSITIONS, LLC, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" and who is designated as the Declarant in a recorded

instrument executed by the immediately preceding Declarant.

1.2 PARCEL AND LOT shall mean and refer those Lots surveyed, platted and recorded as shown as INDIAN HILLS, a subdivision in Gillespie County, Texas, recorded in Clerk's File No. 2022010055, Plat Records Gillespie County, Texas, incorporated herein by reference and made a part hereof, as specified in Exhibit "A", being attached hereto and incorporated herein.

1.3 OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot or parcel which is a part of this declaration, including contract sellers and Declarant. Owner shall not include a mortgage holder unless and until such mortgage holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.4 ASSOCIATION shall mean and refer to Indian Hills Property Owners Association, Inc., its successors and assigns.

1.5 BOARD shall mean and refer to the Board of Directors of Indian Hills Property Owners Association, Inc., its successors and assigns.

1.6 PROPERTY shall mean that real estate which is submitted to this Declaration as described on the plats of survey above referenced and as specified in Exhibit "A" hereof.

1.7 ARC shall mean and refer to the Architectural Review Committee. The ARC will review and approve all construction plans.

1.8 ACC CHECKLIST shall refer to the Architectural Control Checklist. The ACC Checklist must be completed and submitted to the ARC or Association prior to the commencement of any construction.

1.9 HOMES shall refer to a permanent structure other than a Tiny Home or Barndominium, used as a primary living quarters as further defined by this Declaration within the Property.

1.10 RECREATIONAL VEHICLE shall refer to vehicle, which is (a) Built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) Designed to be self-propelled or permanently towable by a light duty truck, not to exceed one ton capacity; (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational camping, travel, or seasonal use, and (e) is fully licensed and ready for highway use.

1.11 TINY HOMES shall refer to those homes used as a permanent living structure, which are less than 400 feet in size, professionally manufactured as a Recreational

Vehicle ("RV") and meet the state and local requirements governing Indian Hills Subdivision.

1.12 RV PAD shall refer to a specifically prepared area of a Recreational Vehicle Site that is a maximum of 24 feet in width and a maximum of 50 feet in length, that is level and constructed of concrete, at least six inches thick that support the weight of the RV and associated vehicles.

1.13 BARNDOMINIUM shall refer to those homes built using a post frame structure, a hard surface floor and includes the finishing insulation, doors, windows and other residential features required to make it a functional living space.

1.14 PRIMARY RESIDENCE shall refer to a Home, Tiny Home or Barndominium used as a single family, private, residential dwelling.

1.15 COMMUNITY WIDE STANDARD shall refer to the standard for which the Home design and construction shall be measured by prior to approval.

1.16 IMPACT FEE shall refer to the amount due prior to construction commencement.

1.17 PRIVATE ROAD shall refer to the road running through the community.

1.18 COMMON PROPERTY shall mean any and all real and personal property and easements and other interests therein, together with any facilities and improvements located thereon, now owned by the Declarant and hereafter owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the dock, boat slips, pavilion, observation deck, fire pits, etc., located upon the Property. Common Property includes but is not limited to the portions of the property described as roads, access easements, and Common Property, shown as INDIAN HILLS, a subdivision in Gillespie County, Texas, recorded in Clerk's File No. 2022010055, Plat Records Gillespie County, Texas

1.19 DEVELOPER shall mean TWO SEVENTY TWO ACQUSITIONS, LLC, its heirs and assigns.

ARTICLE TWO
PROPERTY SUBJECT TO THIS DECLARATION

2.1 EXISTING PROPERTY. The initial property subject to this Declaration upon the recordation hereof in the county public records, are the Property, said property being described on the plat of survey referenced herein and as specified in "Exhibit A".

ARTICLE THREE
USE RESTRICTIONS

3.1 SUBDIVISION OF LOTS. No Lot shall be subdivided after conveyed by Declarant.

3.2 COMMERCIAL ACTIVITY. No Lot shall be used for any commercial activity or business.

3.4. OCCUPANCY STRUCTURES. A Home, Tiny Home, Barndominium or RV Pad may be placed upon the property. A Home, Tiny Home or Barndominium shall be considered to be the "Primary Residence". One RV Pad may be constructed in addition to a Primary Residence. All homes and buildings must be completed within 12 months from the date construction begins.

3.5 GARAGES. A Primary Residences must meet the garage requirement as set forth for each type of Primary Residence as provided below.

3.6 FENCES. Fences must be constructed of iron, aluminum or wood. All fences must be approved by the Association. No chain link, barbed wire or privacy fences allowed and the height of the fence may not exceed five feet.

3.7 LANDSCAPING. All residents must do a reasonable amount of landscaping. The reasonableness of the amount of landscaping done is to be determined by the Association. Each lot shall be maintained in a neat and attractive condition including but not limited to mowing and/or weed eating so as not to become an eyesore to adjoining lots. Landscaping must be completed within 12 months of construction.

3.8 PONDS AND WATER FLOW. No redirection or restriction of water flow in any creek, stream, branch, or spring is permitted. Maintenance of existing ponds, creeks, streams, or springs shall be permitted and required at times. Construction of a new pond shall be permitted with the approval of the POA and proper governing authorities.

3.9 LAND DISTURBING ACTIVITIES. No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities are done in an environmentally sound manner with minimal impact on the sensitive water environment and resources including but not limited to (i) the construction and maintenance of all sedimentation fences, etc. necessary to prevent all

sedimentation, siltation, erosion, etc. from entering into the said streams, branches and/or springs and (ii) taking all steps necessary to prevent chemicals and/or other pollutants from entering into the said streams and/or branches.

3.10 CUTTING OF TREES. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. In addition to trees that need to be removed pursuant an approved Home Construction Plan, Owners may cut no more than 10% of the trees on the property. However, the removal more than 10% of the trees on the property, or the removal of any tree with a diameter of 8 inches or larger at a height of 36 inches, requires prior written approval of the Declarant or the Association. All trees that have been cut must be entirely removed from property immediately.

(a) No trees may be cut on individual Lots without prior approval of the Declarant or ARC unless home construction plans have been approved.

3.11 ANTENNAS AND SATELLITE DISHES. No large antenna or satellite dishes of more than 18 inches in diameter are permitted.

3.12 EROSION CONTROL. Owners must construct erosion control methods such as siltation fences and/or screens, etc. during the home building process.

3.13 NOISES. No loud or obnoxious noise, including but not limited to, incessant dog barking, shall be permitted.

3.14 SIGNS. No advertising signs of any manner shall be permitted except during construction, one sign may be placed on the Lot advertising the construction company's name. This sign shall not exceed 24 inches by 24 inches in size and shall be removed at the completion of the home. No more than one sign may be placed on a Lot at a time without written approval of the Association. Construction signs shall not be placed upon a Lot until construction commences.

3.15 FOR SALE SIGNS AND REAL ESTATE AGENTS. No For Sale signs shall be placed on a Lot within the first 90 days of purchasing said Lot, or until such time as eighty percent of the Property has been conveyed by Declarant, or until the Declarant turns over control of the Association, or three years from the recording of this Declaration, whichever occurs first. The For Sale sign shall not exceed 18 inches by 18 inches in size and shall be constructed in the same manner and color as the original Lot sign. No generic For Sale Sign allowed, nor shall there be any signs permitted at the entrance of the property.

(a) The Declarant or Association reserves the right to restrict or prohibit brokers, real estate agents or associates from entering the Property if rules and regulations are not observed.

(b) The entrance gate code shall not be made public nor given out without the Association's approval.

(c) All prospective clients must be accompanied by the listing real estate agent as they enter the Property. No persons shall be granted access to the Property without written permission or without being accompanied by the Property Owner or their licensed agent.

(d) It is the responsibility of the existing Property Owner to notify the Association of intent to sell their Lot and to supply the Association with the new Property Owners contact information.

(e) For Sale signs shall be prohibited from advertising the sale of any Lot from Friday to Sunday on any weekend the Developer holds a marketing campaign to sell remaining Lots, not to exceed two weekends over an eighteen month period from the date of recording of these covenants.

3.16 PROPANE TANKS. All propane tanks shall be placed underground.

3.17 SEWAGE DISPOSAL. All septic systems shall be approved by the Gillespie County Health Department or its respective governing agent at the time of construction.

3.18 TEMPORARY STRUCTURES. No structure of a temporary character, such as a basement, trailer, tent, shed, shack, garage, barn or other outbuilding except as specifically permitted herein, will be used on any Lot at any time as a residence whether temporarily or permanently.

3.19 MANUFACTURED HOME OR MOBILE HOME. No manufactured home or mobile home of any type shall be used or located on any Lot at any time whether temporarily or permanently.

3.20 RESIDENTIAL USE. There shall be only one Primary Residence per parcel or Lot. In addition, a lot may have an RV Pad. No further subdivision of parcels or Lots shall be allowed. No residence may be used as a school, church, kindergarten, or business/commercial enterprise of any type and no such activity shall take place on any parcel or Lot whether temporarily or permanently. No accumulation of discarded personal effects, debris, waste or garbage shall be permitted on any Lot at any time.

3.21 CLOTHESLINES. No clotheslines or outside drying area shall be located on any parcel or Lot.

3.22 GARBAGE AND TRASH CONTAINERS. No parcel or Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash collection.

3.23 PETS. No animal shall be permitted outside the boundaries of the Owners Lot unless accompanied by their Owners and all dogs must be on a leash. No animals, livestock, cattle or pigs shall be raised, bred, kept or maintained on any parcel or Lot, except:

(a) Dogs, cats, or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

(b) One horse may be kept per one acre of cleared land fenced in and designated for grazing, provided that they are not kept, bred or maintained for commercial purposes.

(c) Three goats may be kept per one acre of cleared land fenced in and designated for grazing, provided that they are not kept, bred or maintained for commercial purposes.

(d) No more than 20 chickens may be kept with appropriate shelters or coops, provided that they are not kept, bred or maintained for commercial purposes.

3.24 NUISANCES. No Lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

(a) No automobiles, trucks or other motor vehicles may be parked on the subdivision roads or in the cul-de-sacs.

(b) No automobiles, trucks, or other motor vehicles without a current year license tag may be placed or allowed to remain on the property.

(c) No trail bikes, three and/or multi wheelers, dune buggies, or other externally mounted engine vehicles shall be permitted in the development, including the Common Property, except for ingress and egress. Golf carts and small utility vehicles shall be permitted; however, all such vehicles shall be properly muffled so as not to disturb occupants of the surrounding property and must not be an annoyance to others.

(d) RV Site must stay in neat and presentable condition at all times.

3.25 TOWERS. No towers, of any kind, shall be erected.

3.26 LEASES. Short term rentals of property is permitted but require a person at least 21 years of age to execute the lease and be present during the rental period. All leases must be in writing.

(a) Under no circumstances shall a lease for an outbuilding or guest quarters be permitted. Any usage of outbuilding or guest quarters must be as part of a lease of the entire property under the terms herein.

(b) Lot Owners are fully responsible for their tenants and the Board may require written notices be provided to the Association of their intent to lease or rent their property in advance. Additionally, the Association may require the Owner to supply the name of each lessee, their contact information and a signed rental agreement, if required by the board, prior to lessee occupying the property.

(c) Property Owners shall not be allowed to lease their property if their tenants do not abide by the rules set forth in this section.

3.27 BOATS AND BOAT TRAILERS. Boats and boat trailers may be stored in the driveway of a house for no more than five days out of any thirty day period. Boats and boat trailers may be stored in the garage or on a Lot if, and only if, the boat or trailers cannot be seen from adjoining Lots. Boats or trailers shall be removed immediately upon request of Declarant or Association.

3.28 CAMPERS AND TRAILERS. No camper or utility trailers permitted on Lot or road right of way, unless stored in a garage.

3.29 COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent of the Association, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the subdivision, or the cul-de-sacs, or the Common Property.

(a) Neither the Declarant nor the Association shall be liable for any damage or injury resulting from such use of the Common Property to the extent permitted by law.

3.30 FIRE PITS. One fixed fire pit may be constructed upon the Lot with approval of the ARC.

3.31 CAMPING. No camping in tents, pop-up campers or other camping site gear not specifically allowed herein.

3.32 SOLAR PANELS. Solar panels shall not be permitted upon a Lot without written consent of the ARC.

3.33 SPECIAL PROVISIONS FOR LOT 66. The following provisions apply to only Lot 66:

(a) Lot 66 is granted the necessary variances from this Declaration for the structure which presently exists together with the intended purpose as a Primary Residence dwelling. Any additions or modifications to the structure or the use must comply with this Declaration.

(b) Lot 66 shall be the only Lot in the subdivision to have access directly from Reeh Road.

(c) Assessments on Lot 66 shall be one-half of assessments charged to all other Lots of the Subdivision.

ARTICLE FOUR
BUILDING REQUIREMENTS

4.1 MINIMUM HOME BUILDING REQUIREMENTS. The following shall be minimum requirements for construction of any Home and improvements on any Lot. All construction plans shall be approved by the Association or the Architectural Review Committee ("ARC").

(a) Home Size. All Homes are required to be at least 1,200 square feet foot print. Square footage shall not include basements, garages or porches.

(b) Construction. All dwellings must be site-built and constructed of either, brick, decorative block, rock, wood, stucco or Hardy Board. No vinyl or aluminum siding permitted.

1. At least twenty percent (20%) of the exterior of the home must be stone, block or brick unless pre-approved by the ARC.

(c) System Built Homes. System built Homes which meet all other requirements of this Declaration is permitted with prior approval of the Association or ARC given in writing.

(d) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.

(e) Staining and Painting. Staining and/or painting of all exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every ten years. Log homes shall be stained a minimum of every three years.

(f) Roof and Pitch. All roofs on dwellings shall have at least a 6:12 pitch. Flat or shed roofs shall only be permitted over porches and deck areas. Standing seam metal roofs are permitted.

(g) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.

(h) Buildings Location. All buildings must meet local building codes and setback requirements.

(i) Garages. Homes may have a garage which meet the guidelines as follows:

1. Garage must be a two car garage.

2. No front loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted only when the topography of land warrants such a request and no other feasible options exist. Should a front loading garage be permitted, Carriage style doors shall be required by the ARC.

3. Detached garages permitted. The detached garage shall be constructed in the same manner of the primary residence with regard to siding, style and roof color and shall have at least two garage doors. The detached garage shall not be constructed prior to home construction and may not be used as the primary residence.

4. Guest quarters shall be permitted above the detached garage with county approval.

(j) Foundations. All home foundations shall be finished with brick, stone, stucco or be built of split-face block that has the appearance of natural stone. No

exposed block shall be permitted either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. No exposed blocks or concrete permitted. Railroad ties shall not be permitted of the construction of retaining walls.

(k) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes Board to mow and asses Owner reasonable fees for services rendered if Owner fails to do so.

(l) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.

(m) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.

(n) Detached Cottage. No Detached Cottages permitted. A single guest house above the garage may be approved by the ARC, but must match the style, materials and color scheme of the primary home.

(o) Builders. All contractors, builders and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.

1. The Declarant reserves the right to restrict or deny contractors, sub-contractors or builders from entering or building in the community at their sole discretion.

(p) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.

(q) ARC. The ARC shall have the full and complete authority to deny construction plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.2 TINY HOMES. In addition to meeting the requirements as set forth in Paragraph 1.11 herein, the minimum requirements for an Owner to place a Tiny Home upon a Lot are:

(a) Construction. All Tiny Homes must be professionally built and meet RV standards and guidelines as set forth by any governing authority and the

requirements set forth herein.

(b) Primary Residence. A Tiny Home shall be considered to be the Primary Residence if placed upon a Lot. No other Home or dwelling may be built upon the Lot unless the Tiny Home is removed from the Lot, including any pad or foundation upon which the Tiny Home sits. A Tiny Home shall not be permitted on a Lot that already has a Home.

(c) Decking. Tiny Home shall require a deck to be approved by ARC, and shall be at least 100 square feet in area. Decking may remain unattached if Tiny Home is on wheels. Where the Tiny Home is permanently affixed, the decking shall be affixed to the Tiny Home.

(d) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.

(e) Staining and Painting. Staining and/or painting of all exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every three years.

(f) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.

(g) Buildings Location. All buildings must meet local building codes and setback requirements.

(h) External Building. May have an External Building with a maximum size of 12 by 18 feet. The External Building shall be consistent with the Primary Residence in color, material and design.

(i) Underpinning. All Tiny Homes shall be finished with stone or split-face block that has the appearance of natural stone. No lattice nor exposed block shall be permitted on either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. Railroad ties shall not be permitted of the construction of retaining walls.

(r) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes

Board to mow and asses Owner reasonable fees for services rendered if Owner fails to do so.

(j) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.

(k) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.

(l) Builders. All contractors, builders, manufacturers and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.

1. The Declarant reserves the right to restrict or deny contractors, sub-contractors or builders from entering or building in the community at their sole discretion.

(m) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.

(n) ARC. The ARC shall have the full and complete authority to deny construction plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.3 RV PADS. Plans for an RV Pad must be submitted to the ARC prior to commencement of construction, must be adhere to the local building guidelines, obtain any permits require, approved by ARC and meet the following requirements to the extent they do not directly conflict with governmental requirements:

(a) Primary Residence. An RV Pad may be placed upon the Lot as a stand alone pad or in conjunction with a Primary Residence and may be installed before or after the placement of the Primary Residence.

(b) Utilities. Must provide water, sewer and electric as minimum site utilities and must be approved for utility installation by ARC and the proper governing authority for each utility provided.

(c) Location. The location of your RV Pad must be approved by ARC. The RV Pad shall have a front setback of 60 feet from the property line and be accessible from the adjoining road. ARC may modify the location if proposed location negatively affects uniformity of RV Pads or structures on adjacent Lots.

(d) Use of Pad. Only a Recreational Vehicle as set forth in Paragraph 4.4 below may be placed upon an RV Pad.

(e) External Building. If there is no Primary Residence on the Lot, the external building shall have a metal or shingle roof, placed on a concrete slab, with a 6:12 minimum pitch together with cedar or stone posts, otherwise, the External Building shall be consistent with the Primary Residence in color, material and design. The maximum size of 12 feet in width and 18 feet in width.

4.4 RECREATIONAL VEHICLES. Professionally, state licensed, Class A, B or C recreational vehicle or fifth wheel camper (referred to as "RV") of 24 feet or longer in length may be placed upon the Lot for use as a temporary living space provided:

(a) RV must be connected to an RV Pad that has been constructed in accordance with Section 4.3 above;

(b) Owner may only have one RV per Lot;

(c) An RV placed on a Lot for a period exceeding five (5) days must be approved by ARC;

(d) May not be occupied for a time period that exceeds that which is allowable by state or local law;

(e) Must not be on a semi-truck chassis, even if sold to be an RV;

(f) Does not include, manufactured homes, modular or any other home structure, except as specifically permitted by these Covenants;

(g) No RV shall be located on a Lot that does not meet the above requirements nor shall an RV be parked on subdivision roads within the development; however, a non-conforming RV may be parked on a Lot provided that it is enclosed by a structure that has the same siding as the house located upon the Lot.

(h) Frequent violations resulting from Owners or their tenants placing non-conforming RV's upon the Lot may result in revocation of Leasing rights by the Developer or the Associations.

4.5 BARDOMINIUMS. The following shall be minimum requirements for construction of a Barndominium as defined in Paragraph 1.13 above on any Lot. All construction plans shall be approved by the Association or the ARC.

(a) Home Size. All homes are required to be at least 1,200 square feet foot print. Square footage shall not include basements, garages or porches.

(b) Construction. Barndominiums must be site-built, esthetically pleasing in shape, color and design, and at least 20 percent of the exterior must be stone, block or rock. The ARC will take these qualifications into consideration when approving construction plans. No vinyl siding permitted.

(c) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.

(d) Staining and Painting. Staining and/or painting of all unpainted, non-metal exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every ten years. Log homes shall be stained a minimum of every three years.

(e) Roof and Pitch. All roofs on dwellings shall have at least a 6:12 pitch. Flat or shed roofs shall only be permitted over porches and deck areas. Standing seam metal roofs are permitted.

(f) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.

(g) Buildings Location. All buildings must meet local building codes and setback requirements.

(h) Garages. Barndominiums may have a garage which meet the requirements as follows:

1. Must be a two car garage.

2. No front loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted only when the topography of land warrants such a request and no other feasible options exist. Should a front loading garage be permitted, Carriage style doors shall be required by the ARC.

3. Detached garages permitted. The detached garage shall be constructed in the same manner of the primary residence with regard to siding, style and roof color and shall have at least two garage doors. The detached

garage shall not be constructed prior to home construction and may not be used as the primary residence.

4. Guest quarters shall be permitted above the detached garage with county approval.

(i) Foundations. If any of the foundation of the Barndominium shows, it shall be finished with brick, stone, stucco or be built of split-face block that has the appearance of natural stone. No exposed block shall be permitted either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. No exposed blocks or concrete permitted. Railroad ties shall not be permitted of the construction of retaining walls.

(j) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes Board to mow and asses Owner reasonable fees for services rendered if Owner fails to do so.

(k) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.

(l) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.

(m) Detached Cottage. No Detached Cottages permitted. A single guest house above the garage may be approved by the ARC, but must match the style, materials and color scheme of the primary home.

(n) Builders. All contractors, builders and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.

1. The Declarant reserves the right to restrict or deny contractors, sub-contractors or builders from entering or building in the community at their sole discretion.

(o) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.

(p) ARC. The ARC shall have the full and complete authority to deny construction

plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.6 PARCEL OR LOT SIZE. Notwithstanding other provisions of these covenants Declarant shall have the right to combine any lots or parcels, or portions of lots or parcels into other lots that are apart of this subdivision, in effect changing the boundary line of the lots so long as the number of resulting lots is no more than shown on the Final Survey for Indian Hills Subdivision and so long as the Lot size meets county, city and local building requirements. However, other than the above exception for Declarant, no residential parcel or Lot shall be subdivided into smaller tracts than the original tract size as shown on the above referenced plats of survey. The Association does not have any authority to grant variances under this paragraph.

4.7 ARCHITECTURAL AND BUILDING CONTROLS. With the specific exception of Declarant, all building plans with regard to exterior color and overall aesthetic appeal must be approved by the Declarant for five years from the date of these covenants provided Declarant still owns a Lot in this subdivision or until Declarant turns this authority over to the Association at an earlier time, at Declarant's sole discretion. Once Declarant no longer has the authority to approve building plans pursuant to this paragraph they must be approved by a two-thirds vote of the Board of Directors for the Association with regard to exterior color and overall aesthetic appeal. It is the aesthetic goal of this development that all improvements shall be uniform in appearance. All construction shall be in compliance with state and local building codes at all times.

(a) The standard for approval of building plans shall include, but not be limited to: (i) aesthetic consideration; (ii) materials to be used; (iii) compliance with the standards then in effect at the Property and widely adopted (the "Community-Wide Standard"), this Declaration, or the design standards which may be adopted by the Association or Architectural Review Committee (ARC); (iv) harmony with the external design of the existing buildings, lots and structures, and the location in relation to surrounding structures and topography; and (v) any other matter deemed to be relevant or appropriate by the Board or ARC.

(b) Before construction commences, Owners must present two copies of blue line schematic drawings to the ARC and a completed ACC Checklist for approval. The ACC Checklist consists of the following;

i. A copy of the preliminary site plan disclosing location of all improvements to be placed upon Lot;

ii. A copy of the schematic drawings of home, locating improvements on Lot, showing elevation on all four sides, color schemes, building materials, and all site improvements;

iii. Proof of insurance, builder's risk, errors and omission, liability and

workmen's compensation;

iv. List of all subcontractors to be used during construction.

(c) Upon receipt of a completed ACC Checklist, the ARC must respond within thirty days for final approval.

(d) One copy of site plan and schematic drawings will be returned to Owner.

(e) Property Owners are responsible for agents, employees, contractors and subcontractors.

(f) For so long as Declarant shall own a Lot in Indian Hills Subdivision, Declarant shall not be required to submit any plans for approval. However, Declarant shall abide by the limitations, controls and restrictions of these Declarations.

(g) Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations. Neither the Declarant, Association nor ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the ARC, the Declarant nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

(h) The ARC shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions.

ARTICLE FIVE
MAINTENANCE OF ROADWAY, IMPROVEMENTS, COMMON PROPERTY

5.1 ROADS. The roads within Indian Hills Subdivision are and will remain private roads, and shall be maintained and repaired by the Property Owners Association.

5.2 ROAD REPAIR. Declarant shall maintain the roads within the Property until Declarant turns road repair over to the Association upon the first Association meeting. Each Lot Owner covenants and agrees to participate and cooperate, on a pro rata basis, in the repair, replacement, maintenance and operation of the Private Roads and to maintain all slopes or other supports on all Lots for purposes of providing lateral support to the Private Road including, but not limited to, costs, repair and expenses. It is expressly acknowledged and understood by the Lot

Owners that damage to the subdivision road caused directly by any construction by or other activities of a particular Lot Owner shall be the responsibility of said Owner to repair. Said damage shall include, but not be limited to, that damage caused by irresponsible use of and/or loading on said road during adverse conditions. Declarant shall deed the roads to Association once Declarant conveys all the Lots in the subdivision; provided, however, nothing shall prevent Declarant from deeding the roads at an earlier time at Declarant's sole discretion.

(a) Upon approval of the ARC of building plans submitted to it, pursuant to section 4.7 above, there will be due a $2,000.00 Impact Fee, from each Lot Owner, for maintenance and road improvement. Any approval given shall be contingent upon receipt of this fee, whether specified or not in said approval. Twenty percent shall be submitted with the application, the balance of this fee shall be paid prior to construction on said Lot. If a Lot Owner fails to pay this fee prior to the beginning of construction, the ARC may file a lien against the Property Owners for the amount owed plus penalties; withdraw any prior approval given, or any other remedies available at law or in equity. If the Impact Fee has not been paid prior to construction commencement the fee shall be increased to $2,500.00. The Impact Fee shall increase at $500.00 increments every fifteen days until the fee has been paid.

(b) Lot Owners shall be responsible for damage created to the Property by their contractors and sub-contractors. The amount due for such damage shall be determine by the ARC.

(c) So long as Declarant is responsible for maintaining the subdivision roads, the above Impact Fee shall be used by Declarant to repair roads. Declarant shall keep said fee in an escrow account and keep an accurate accounting of how the funds were used.

5.3 RESPONSIBILITY. Owners shall be solely responsible for any repairs, and costs of such repair, for the acts of their guests, invitees, agents or family members for damage to the private roads caused by gross negligence, intentional misfeasance of usage of the Private Road in a manner not constituting reasonable, ordinary, everyday or typical use of the Private Road. All such repair shall be completed in a timely and workmanlike manner.

5.4 MAINTENANCE OF COMMON PROPERTY/AREA. Declarant shall maintain and keep in good repair the Common Property until he deeds the Common Property to the Association, at which time the Association shall take title to said property. Thereafter, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, all maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving, and other improvements, if any, situated on the Common

Property.

ARTICLE SIX
EASEMENTS

6.1 EASEMENT GRANTS. The following easements are hereby granted and/or reserved over, across, and through the property.

(a) ROAD INGRESS AND EGRESS. There is hereby granted to all subdivision parcel or Lot Owners, their heirs, successors, and assigns, and to all Owners of the limited Common Property, their heirs, successors, and assigns, a reciprocal easement for ingress and egress across all roadways contained in the subdivision as well as access from the public roads to the subdivision roads. All Lots must be accessed directly to and from the Subdivision's private roads.

(b) PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.

(c) GATED ENTRANCE. Indian Hills Subdivision will have a gate across the entrance to the subdivision. Such gate and its use shall be governed by the Association and said gate shall not inhibit, in any way, the peaceful and unfettered enjoyment of the easements described herein.

(d) UTILITY EASEMENTS. Declarant does hereby establish for the benefit of, and grant and convey to, the Owner of each Lot, a perpetual, nonexclusive easement appurtenant to each of the other Lots for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner of gas, telephone, power, water, sewer, or other utility lines serving any portion of a Lot within ten feet of the boundary line(s) of any Lot(s), provided there are no buildings or structures constructed in such areas. All such utility lines shall be installed and maintained below the ground level or surface of the Lots (except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot.

ARTICLE SEVEN
INDIAN HILLS SUBDIVISION
PROPERTY OWNERS ASSOCIATION

7.1 MEMBERSHIP. All Lot Owners shall become members of Indian Hills Property Owners Association, Inc. ("Association") at time of closing. Each Lot shall have one vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly. The Declarant and its successors are all members of the Association until all Lots are sold.

7.2 CONTROL BY DEVELOPER. Declarant shall have the absolute authority to control the Association as long as they own at least one Lot. Declarant may relinquish control of the Association earlier in Declarant's sole discretion. Members of the Association, including Declarant after control is relinquished, are entitled to one vote per Lot owned. Declarant may establish by a separate document rules governing the affairs of the Association. Once the Declarant has relinquished control, the Association, except as specifically set forth herein, may amend those rules by a seventy five percent (75%) approval by a quorum of members, or alternatively establish rules governing said Association with a seventy-five percent (75%) approval by a quorum of members, if Declarant fails to establish those rules.

7.3 MEETING. An Association meeting shall be called and convened each year at some time during the months of July or August after Declarant has relinquished control of the Association. Declarant, or an assigned representative, shall preside as temporary chairman at the first Association meeting and shall serve as the Board of Directors until such time as the Declarant no longer has control or has relinquished control, at which time a special meeting shall be called and a new Board of Directors shall be elected. Written notice of any meeting called shall be sent to all Association members not less than thirty days or more than sixty days in advance of the meeting. At the meetings the presence of members either in person or by proxies entitled to cast fifty percent of all votes shall constitute a quorum. No quorum shall be required for the Declarant to relinquish control of the Association.

(a) The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration or By-Laws.

7.4 ASSESSMENTS. The annual Association assessment shall be **Nine Hundred and no/100 Dollars ($900.00)** per lot, per year.

(a) This amount may be reviewed by the Association on an annual basis and may be increased, or decreased, as necessary to meet the needs as described herein. Any increase must be approved by a vote of seventy-five percent of Lot Owners. or

up to a ten percent (10%) annual increase may be made by a seventy-five percent vote of the Board during the first five years after the Declarant has relinquished control of the Association, unless seventy-five percent of the Lot Owners vote not to increase the yearly dues. Subsequent to the five year period, future increases may only be approved by a vote of seventy-five percent of Lot Owners.

(b) The Lot Owners of each Lot owned within the Property, by acceptance of a deed, therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree to pay the Association's annual assessments and special assessments subject to the terms of this paragraph.

(c) Declarant and later the Association shall keep the Assessment funds in an escrow account, and keep an accurate accounting of how this money was used. Any funds in this escrow account, upon Declarant relinquishing this responsibility to the Association, shall be turned over to the Association.

(d) Annual assessments are due the 1st day of January of each new calendar year.

(e) No Lot(s) within Indian Hills that are owned by the Declarant, or one of their affiliate companies, shall be assessed the yearly dues until said Lot(s) have been sold and conveyed by the Declarant.

(f) Lot Owners that own more than three vacant Lots shall be assessed the full yearly amount on the first two Lots and half the yearly amount for each subsequent Lot. If a Lot, that has been assessed half the yearly assessment amount, has been sold or conveyed, or a house has been constructed on said Lot, then that Low Owner shall be assessed the full yearly assessment amount.

(g) Lot 66 will pay one-half of the Annual Association Assessment.

7.5 ASSESSMENT PURPOSE. Annual assessments shall be used for road maintenance (all roads), landscaping, entrance gate maintenance, insurance premiums, taxes, utility fees and improvements, maintenance, cleaning and caring of the Common Property regardless of whether the Declarant or the Association owns the Common Property, or other purposes the Declarant or later the ARC desires to use said assessments for that exclusively promote the recreation, health, safety and welfare of the residents in the subdivision; provided, however, the maintenance of Common Property and the payment of the insurance described above shall be given absolute priority over any other use of the Assessments that may be determined by the Association at a later date.

(a) The annual assessment shall be used to mow the grass along the edges of the road and mow the Common Property a minimum of two times per month, or as

needed, to maintain community appeal and Community Wide Standard.

7.6 SPECIAL ASSESSMENTS. Special assessments may be made for any lawful purpose by the approval of seventy-five percent of the membership at the meeting once a quorum is established.

7.7 DELINQUENT ASSESSMENTS.

(a) If the annual or special assessments, or assessments for maintenance of Common Property, are not paid on or before thirty days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devises, personal representatives and assigns. If the Association files a claim of lien on the public records of Gillespie County, against any Lot, a lien fee shall be added to the unpaid assessment and secured by the lien hereby created.

(b) If the annual assessment is not paid within thirty days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent per annum, or the maximum allowed by law. The Association may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought. In addition, if the annual assessment is not paid within thirty days after the date when due, then the Owner shall lose right to use of the Common Property (excluding subdivision roads) until such time as assessments are paid in full.

(c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

(d) The Association shall upon demand at any time furnish to any Lot Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment

therein stated to have been paid.

7.8 INSURANCE.

(a) The Declarant shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million dollars ($1,000,000.00). The Association shall be responsible to ensure this policy stays intact once the Common Property is turned over to the Association.

(b) Insurance coverage obtained by the Association shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth;

(i) All policies shall be written with a company licensed to do business in Texas;

(ii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(iii) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Lot Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary;

(iv) All casualty insurance shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the property is located;

(v) The Board shall be required to make every reasonable effort to secure insurance policies that provide for the following;

(1) a waiver of subrogation by the insurer as to any claims against the Association, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any

one or more individual Owners;

(4) a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty days prior written notice to the Association.

(c) Each Owner covenants and agrees that in the event of damage and destruction of structures on their Lot(s), Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made. The Owner shall pay all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community-wide standard.

7.9 REPAIR AND RECONSTRUCTION. In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless at least seventy five percent (75%) of the Lot Owners, vote not to proceed with the reconstruction and repair of the structure, the Association or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged structures.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Property to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the structures were originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Association.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot Owners, if any, on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Association.

(e) Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

(f) Tree damage on Lot. Lot Owner(s) shall proceed promptly to remove all damaged or fallen trees or those that have been cut on said Lot.

7.10 SALE OF LOTS. Within thirty days after receiving title to a Lot, the purchaser of the Lot shall give the Association written notice of their Ownership of the Lot(s). Upon failure of an Owner to give the required notice within the thirty day time

period provided herein, the Association may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining their identity.

7.11 SECURITY. The Declarant or Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. Neither the Declarant nor Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

7.12 ESCROW ACCOUNT. All funds collected are required to be held in an escrow account under these covenants.

7.13 CLEAN-UP AUTHORITY. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. If the Declarant or later the Board deems the any Lot or structure thereupon to be in ill repair, unkempt or does not meet community standards, the Declarant or Board may take the following actions:

(a) Provide Notice to the Owner by first class mail which shall include:

1. A description of the violation along with required actions required of the Owner to cure the violation;

2. Statement notifying Lot Owner the Board has the authority to take the required actions to cure the violation, which may include the removal of personal property, debris or structures if the violation is not cured within 90 days of the date of the letter;

3. Statement notifying the Owner that the Owner shall be responsible for any costs incurred by the Declarant or Association to cure the violation plus a 15% management fee.

4. Costs and fees shall be an Special Assessment against the Owner and the Lot.

(b) Lot Owner's failure to act shall be a waiver of any and all claims against the Declarant, and later the Board for clearing up the violation. The Declarant, and later the Board are not required to incur any more costs than necessary,

but also not required to take the least costly method to cure. Failure of the Lot Owner to act is authorization of the Developer and later the Board to act in its discretion.

(c) A lien may be placed against the Lot(s) for costs and reasonable attorney fees incurred in removing the violation and filing a claim for lien.

7.14 DECLARANT'S RIGHT TO ASSESSMENTS. So long as Declarant owns and/or maintains the Common Property, Declarant shall have the right to the proceeds collected by the Association from any and all Assessments to pay for the maintenance, taxes and insurance of the Common Property. In the event the Association fails to reimburse or pay, on demand, the Declarant the amounts necessary as set forth above, the Declarant shall have the right, by written notice to each Lot Owner, to instruct that all further Assessments be paid to Declarant in lieu of the Association, and to enforce non-payment of Assessments by Lot Owners in such an event in the manner set forth above.

ARTICLE EIGHT
PROPERTY RIGHTS IN COMMON PROPERTY

8.1 USE OF COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent by the Association, except as specifically provided herein.

(a) The use of the Common Property shall be governed by the Declarant, until such time as they turn the Common Property over to the Association, after such time the use of the Common Property shall be governed by the Association. The Declarant, while in control of the Common Property, and thereafter the Association, shall have the authority to establish written policies for the use of the Common Property.

(b) Anyone who uses a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Declarant, nor Board, nor Association shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(c) All trash must be removed immediately upon use of the Common Property.

Trash shall not be deposited into the lake, other common areas or upon Lots. Upon use of the fire pits or grills, the user shall clean and remove all debris, ashes, burnt logs, etc.

(d) The parking area, grilling stations, pavilions, and sitting areas shall be for the sole use of Property Owners and their renters and guests.

(e) The Common Property shall not be occupied overnight.

(f) Use of the Common Property shall be revoke for any Property Owner, their renters and their guests if the Property Owner is delinquent on the annual dues by more than thirty days.

8.2 DECLARANT USE OF COMMON PROPERTY. Declarant shall be permitted full use and enjoyment of common property for so ever long as Declarant owns a Lot or property within the Indian Hills subdivision.

8.3 TITLE TO COMMON PROPERTY. The roadways and Common Property shall be conveyed to the Association at any time Declarant desires, but in all events before Declarant conveys the last Lot owned in this subdivision. However, title shall be conveyed subject to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

(a) In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition. The maintenance and repair of the Common Properties shall include, but not be limited to the repair of damage to roadways, walkways, outdoor lighting, fences, decking, stone work, pool maintenance, and landscape maintenance.

(b) This section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Property.

8.4 PAVILLIONS. Common Property shall include subdivision roads, entrance and pavilion, with fire pit and sitting areas.

ARTICLE NINE
ENFORCEMENT AND DURATION

9.1 ENFORCEMENT. If the Owner of the parcels or lots of Indian Hills Subdivision violate any of the covenants set forth in this Declaration, it shall be lawful for any other person owning real property in the subdivision or the Association to

prosecute any proceeding at law or in equity against any person or persons violating any of such covenants and either to prevent such Owner from so doing or to recover damages for such violations, or both.

9.2 AMENDMENT. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration shall run with the land and shall be binding upon all Lot Owners and their heirs, successors and assigns, provided, however that the Declarant retains the absolute right to amend this declaration, as he may deem necessary, during the period Declarant is in control of the Association and all such amendments shall be binding upon all Lot Owners. Except as clearly stated in paragraph 9.3 or as otherwise provided in this Declaration, the Association shall have the right to amend these covenants once Declarant no longer controls the association by approval of the Owners of seventy-five percent of the Lots subject to this declaration; provided, however, that the parcels and Lots shall NOT be divided into smaller tracts than as shown on the plats of survey above referenced except as provided in paragraph 4.2 above and that the land designated as Common Property shall NOT be sold and shall not be used for residential or commercial purposes during the duration of these covenants and restrictions. All amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.

9.3 AMENDMENT AFFECTING DECLARANT. **No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.**

9.4 DURATION OF COVENANTS AND RESTRICTIONS. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming under them perpetually to the extent permitted by law. However, so long as Texas law limits the period during which covenants restricting lands to certain uses may run, any covenant affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty years, unless fifty-one percent of the persons owning parcels or lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in Texas General Statute, Title 11, Chapter 213.003. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to these covenants, by acceptance of a deed or other conveyance, agrees that the covenants contained herein may be extended and renewed as provided in this Paragraph.

9.5 BINDING OF HEIRS, ETC. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Declarant and Owners and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

ARTICLE TEN
RESERVATION BY DECLARANT OF EASEMENTS

10.1 Declarant hereby reserves unto Declarant, its heirs, successors and assigns, all necessary licenses, rights, privileges and easements over, under, upon, through and across the Property to, including without limitation, (i) use said Property for rights-of-way and easements to erect, install, maintain and use electric and telephone lines, wires, cables, conduits, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment and service, cable, television, water or other public/private conveniences or subdivision utilities; (ii) to access the Property for purposes of development and construction; and (iii) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of Indian Hills Subdivision; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the Property. All easements, rights-of-way, rights, licenses and privileges herein reserved in Declarant shall be binding upon the Property and shall inure to the benefit of Declarant, its heirs, successors and assigns until such time as Declarant has quit claimed all its interests in the Property by filing such quit claim document with the Clerk of Superior Court of Gillespie County for purposes of recording same on the deed records of the

SO EXECUTED this 17th day of October, 2022.

TWO SEVENTY TWO ACQUSITIONS, LLC,
Declarant



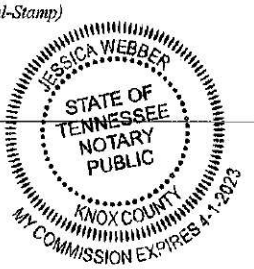
_____(SEAL)
By: Scott Rye, Managing Member

STATE OF TENNESSEE
COUNTY OF KNOX

I, JESSICA WEBBER, a Notary Public of the County and State aforesaid, do hereby certify that Scott Rye personally came before me this day and acknowledged that he is a Member of TWO SEVENTY TWO ACQUSITIONS, LLC, and further acknowledged execution of this Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With The Land For Indian Hills Subdivision on behalf of the LLC.

Witness my hand and official seal, this the 17th day of October, 2022.

(Seal-Stamp)



Notary Public

My commission expires: April 1, 2023

EXHIBIT "A"

All that certain piece, parcel or lot of land lying and being situate in the State of Texas, County of Gillespie, containing 265.5 acres, more or less, on a plat of survey for TWO SEVENTY TWO ACQUSITIONS, LLC, dated October 4, 2022 prepared by Angela Sanchez, P.E. and recorded October 14, 2022, 2022 in Clerk's File No. 2022010055, Plat Records Gillespie County, Texas. Reference is hereby made to the more recent plat for a more particular description by metes and bounds.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Lindsey Brown
Lindsey Brown, County Clerk
Gillespie County Texas
October 20, 2022 11:01:02 AM
FEE: $154.00 CSTAATS 20227232
DCC