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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OVERLOOK AT BEAR CREEK A PLANNED UNIT DEVELOPMENT AND THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC.

THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS, THIS DECLARATION IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION.

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ARTICLE 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant, (said property being sometimes hereafter referred to as "the Land") to wit:

THE OVERLOOK AT BEAR CREEK, a PLANNED UNIT DEVELOPMENT (P.U.D.), in Gillespie County, Texas, as shown on plat thereof recorded in Book/Volume 4, Page 168 of the Deed and Plat Records of Gillespie County, Texas.

2. Declarant has subdivided the above-described real property as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision shall be effectively known as THE OVERLOOK AT BEAR CREEK, a P.U.D.

3. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, and in the subdivision known as THE OVERLOOK AT BEAR CREEK, a P.U.D., to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

4. Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof, and

5. THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid as to THE OVERLOOK AT BEAR CREEK, a P.U.D., a residential subdivision in Gillespie County, Texas, as shown on plat recorded in Book/Volume 4, Page 168, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of said THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC.

6. Declarant declares that the property above described as constituting THE OVERLOOK AT BEAR CREEK, a P.U.D. shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and

assessments of The Overlook at Bear Creek Community Association, Inc.

7. Planned Unit Development ("P.U.D.") The Subdivision has been designated as a Planned Unit Development. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

ARTICLE 2
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ARC", "Committee" or "Architectural Review Committee" shall mean the "Architectural Review Committee" established pursuant to this Declaration.

(b) "Architectural Guidelines" or the "Guidelines" refer to The Overlook at Bear Creek Architectural Guidelines specifying requirements for design, construction, and landscaping of the homes and Lots.

(c) "Articles" shall mean the Articles of Incorporation of THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(d) "Association" shall mean and refer to THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

(e) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

(f) "Builder Member" shall mean such builders approved by ARC for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(g) "Bylaws" shall mean the Bylaws of THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(h) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following:

private streets, boulevards, entries, parkways, medians, islands, common entry house and gates, controlled access facilities, security equipment, light standards, tree illumination, signs, fountains, statuary, walkways, landscaped parks, nature trails, ponds, landscaping, irrigation systems, tennis courts, walls, bridges, safety lanes, drainage easements, and other similar or appurtenant improvements.

(i) "Declarant" shall mean and refer to THE OVERLOOK AT BEAR CREEK, LLC., its successors or assigns, including any bulk transferee of Lots, if the Declarant's rights are expressly conveyed, unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(j) "Living Unit" or "Dwelling" shall mean and refer to a single-family and its attached or detached garage situated upon a Lot.

(k) "Lot" shall mean and refer to any of the plots of land in THE OVERLOOK AT BEAR CREEK a P.U.D. as shown on plat recorded in Book/Volume 4, Page 168, Deed and Plat Records of Gillepsie County, Texas.

(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(m) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the existing Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(n) "Primary Contractor" or "Builder" shall mean the general contractor or builder engaged by an Owner to construct a Dwelling on such Owner's Lot.

(o) "Property" shall mean and refer to the above-described properties known as THE OVERLOOK AT BEAR CREEK, a P.U.D.

(p) "Additional Property" shall mean and refer to property, which is added to the Property pursuant to Article 8 of this Declaration or any Amended or Supplemental Declaration.

(q) "Subdivision Plat" shall mean and refer to the map or plat of THE OVERLOOK AT BEAR CREEK, a P.U.D., filed for record in Book/Volume 4, Page 168, Deed and Plat Records of Gillespie County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Gillespie County, Texas.

ARTICLE 3
COMMUNITY ASSOCIATION AND ASSESSMENTS

1. MEMBERSHIP IN THE ASSOCIATION. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to

assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

2. VOTING RIGHTS. The association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 2(m) above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 2(m). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to eighteen votes for each Lot in which it holds an ownership interest provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2030.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

3. CREATION OF A LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Following the initial conveyance of each Lot from the Declarant, each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

4. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Property by the Members.

5. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial annual assessment for an improved Lot shall be prorated for the remainder of the calendar year in which construction of improvements began, if they began on a date other than January 1. The annual assessment for unimproved Lots shall be one-half (1/2) of the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided herein. A Lot shall be deemed to be an "*improved Lot*" when construction of a Living Unit thereon has commenced. As provided in Article 5.18, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

7. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than fifteen percent (15%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

8. QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLES 3.6 AND 3.7. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to each Lot, following the initial conveyance of the Lot from the Declarant, on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of

the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. All Common Facilities shall be exempt from the Assessments and liens created herein. Notwithstanding any other provision contained in this Declaration to the contrary, in no event shall Declarant be obligated to pay any Assessments attributable to any Lots owned by Declarant unless and until a completed Dwelling is situated thereupon.

10. DUTIES OF THE BOARD OF DIRECTORS. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, 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.

11. EFFECT OF NON-PAYMENT OF ASSESSMENTS: LIEN AND REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum interest allowed by law from the date due until the date paid, whichever is less. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof and to foreclose such lien against the property. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Business Organization Code.

12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the mortgage or by judicial or non-judicial foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any other

sale or transfer of a Lot shall not affect the Association's lien for assessments. The Association shall use its best efforts to give each such mortgagee sixty (60) days' advance written notice of the Association's proposed foreclosure of the lien described herein, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessment upon which the proposed action is based; provided, however, that the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Article 3.11. hereof.

13. TITLE TO COMMON FACILITIES. The Declarant may retain the legal right to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than three years after the filing of record of this Declaration. Any such transfer of title shall be by Special Warranty Deed and the Association agrees to accept such Common Facilities "as is," "where is," and "with all faults."

14. ENTRY HOUSES AND GATES. So long as Class B membership exists (and provided that it has not previously transferred its rights in this section to the Association), Declarant reserves the legal title and control over all entry houses and gates which it may construct on or about the Subdivision, as well as the authority, in its sole discretion, to determine the hours, staffing and manner of operation. Nothing in this Declaration, or any other statement or communication by Declarant or the Association, shall constitute any representation or warranty by Declarant or the Association concerning the hours, staffing or manner of operation of the entry houses and gates, nor concerning any security or safety protection, which the entry houses or gates may offer.

15. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Articles 3.16 and 3.17, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

16. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat or as authorized herein.

(b) the rights of the Association, once it has obtained legal right to the Common Facilities, as provided in Article 3.13 above, to do the following:

(i) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;

(ii) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;

(iii) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;

(iv) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;

(v) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities;

(vi) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class;

(vii) to enforce a maximum speed limit of not more than thirty (30) miles per hour and to post and/or install such other traffic signs and controls, as it deems necessary; and

(viii) to enforce posted traffic regulations, including, without limitation the right to restrict vehicular access to the Common Facilities by persons who have violated posted traffic regulations or been cited for speeding or reckless driving on more than two occasions in a twelve-month (12) period.

17. USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES. The right of use of the Common Facilities shall be strictly subject to the following:

(a) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be permitted on any part of the drainage easements, sidewalks or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association and the Association may prohibit or limit the uses of any portion of the Common Facilities. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets. Each Owner must provide sufficient parking space on their property. This includes parking during the construction of improvements on the Lot.

(b) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.

(c) No building or other structure of any type, including recreational structures,

shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed, by Declarant or the Board of Directors of the Association.

(d) The Board of Directors is empowered to establish additional use regulations relating to the Common Facilities as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE 4
ARCHITECTURAL REVIEW COMMITTEE

1. COMPOSITION. There is hereby created an Architectural Review Committee, of not less than one person nor more than three persons, none of whom are required to be Members of The Overlook at Bear Creek Community Association. Such ARC shall be selected and appointed by the Declarant, so long as Declarant holds title to one or more lots within the Property, and thereafter by the Board of Directors of the Association. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ARC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event the Board of Directors of the Association may appoint the members of the ARC.

2. POWER AND AUTHORITY. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Review Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all costs reasonably expended in the performance of their responsibilities. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association. If the Architectural Review Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Review Committee may retain an architect and/or engineer for assistance and advice; in this event, the reasonable costs of such architect and/or engineer shall be paid by the party requesting architectural approval. The Architectural Review Committee is empowered to promulgate Architectural Guidelines for the Subdivision and to modify, from time to time, the Architectural Guidelines containing additional standards, restrictions, limitations and

guidelines governing the design and construction of improvements and landscaping, and the terms, conditions and provisions of such Architectural Guidelines shall be binding upon each Owner with the same force and effect as if set forth verbatim herein. The Architectural Guidelines shall be available to each Owner at the offices of the Architectural Review Committee.

3. PROCEDURE. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations, structural detail, exterior colors and all exterior materials for such building, landscaping detail, fence or other structure and site plan showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Review Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. The Committee may disapprove the construction or design of a structure on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of The Overlook at Bear Creek, a P.U.D. community and of other Owners or to preserve the serenity and natural beauty of the surroundings. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submission, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants or the "Architectural Guidelines." Construction, once approved (whether in writing or by "deemed" approval), must be completed within three hundred sixty five (365) days of approval. If the construction is not completed timely, the approval granted will be void. APPROVAL BY THE COMMITTEE DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL OR PERMIT REQUIRED BY A MUNICIPALITY OR OTHER GOVERNMENTAL AGENCY. APPROVAL BY A MUNICIPALITY OR OTHER GOVERNMENT AGENCY DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL REQUIRED BY THE COMMITTEE.

The address of the Committee as of the date hereof is:

The Overlook at Bear Creek Architectural Review Committee
c/o Mr. JB Long
931 Georg Oaks
Bulverde, Texas 78163

4. DISCRETION. It is the express intention of Declarant that the Architectural Review Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Review Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

5. SEPARATE ACTIONS. Each action of the Committee pursuant to this Article

shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final, conclusive and binding, and there shall be no review of any actions of the Committee.

6. LIMITATION OF LIABILITY. There shall be no review of any action of the Architectural Review Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

7. APPROVED PRIMARY CONTRACTORS AND BUILDERS.

No construction of any building, fence, wall, recreational facilities, landscaping or other structure or improvements shall be commenced within the Property until the Primary Contractor (the "Contractor") or Builder to perform such construction shall have been approved in writing by the Architectural Review Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by the Committee in its sole discretion. In the event the Committee fails to approve or disapprove a written request for the approval of a Contractor within ninety (90) days after such request is submitted to it, such approval will be deemed to have been given. The Committee will make every effort to address requests in a timely manner. The Committee reserves the right to prohibit the use of any Primary Contractor, Builder, or subcontractor who is not sensitive to environmental issues relating to its construction activities, and/or who repeatedly engages in conduct in violation of the letter and spirit of this Declaration.

8. CONSTRUCTION. Construction of any structure approved by the Committee shall commence within three (3) months of such approval; and the completion of such construction must be accomplished within twelve (12) months of the commencement of such construction. Certain fee's and deposits, as required by The Overlook at Bear Creek Community Association, Inc. and the Architectural Review Committeee, as described in the Architectural Guidelines, must be paid by the Owner prior to commencement of construction.

9. CONSTRUCTION REGULATIONS. In order to assure that the natural landscape of The Overlook at Bear Creek, a P.U.D. is not unduly damaged during construction, the Architectural Guidelines for The Overlook at Bear Creek, shall be made a part of the construction contract documents for each residence or other improvements constructed on a Lot. All Contractors and Owners shall be bound by these Guidelines and any violation, regardless if by a Contractor or subcontractor, shall be deemed to be a violation by the Owner of the Lot.

10. MONITORING DURING CONSTRUCTION. Building sites shall be monitored during the construction of any improvements to the Lot by the Architectural Review Committee and/or the Directors of the Association. Violations of the Architectural Guidelines will be reported to the Board of Directors of the Association but the ARC may enforce the Guidelines and assess penalties, by sending a letter to the Contractor and/or Owner involved. A copy of the letter will be sent to the Board of Directors.

11. DURATION. The Architectural Review Committee shall be duly constituted for the entire period of duration of this Declaration.

ARTICLE 5
LAND USE REGULATIONS

1. RESIDENTIAL PURPOSES ONLY. All land included within the Property shall be used for "residential purposes" only, either for the construction of private single-family residences, or as part of the Common Facilities; serving the Owners and residents thereof, as outlined in the Architectural Guidelines and approved by the Architectural Review Committee. Only one private single-family residence may be constructed or otherwise placed upon any one Lot. A private single-family residence may be comprised of several buildings, including, but not limited to, a garage, a pool house, a gazebo, a guest house and/or any other out-buildings ancillary to the main house, subject to the approval of the Architectural Review Committee; provided, however, that the main house must be constructed prior to any ancillary buildings. No above ground swimming pools will be allowed. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

2. ARCHITECTURE. The architectural restrictions and Architectural Guidelines for The Overlook at Bear Creek prefer styles such as: Old Texas style, Traditional Country, Old World Tuscan, & Hacienda Styles or a unique combination thereof. These architectural styles achieve a perfect balance of modern luxury combined with the simplicity of the Texas Hill Country and the old-world charm of Tuscany. The custom homes are to be crafted with modern technology and superior craftsmanship to further enhance the natural beauty of The Overlook at Bear Creek, a P.U.D. Architectural designs should make every effort to be traditional in nature, utilizing stone and stucco that blend with the natural environment.

3. STORM WATER POLLUTION PREVENTION PLAN. Prior to beginning any phase of construction on any lot in The Overlook at Bear Creek, a P.U.D., the builder or lot owner shall comply with the provisions of the Storm Water Pollution Prevention Plan mandated by the Environmental Protection Agency.

4. STORAGE OF BUILDING MATERIALS. No Building materials may be placed or stored on Lots prior to commencement of improvements. During the construction phase all building materials must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

5. CONSTRUCTION AND SALES PERIOD. During the construction and sales period of the Living Units, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to a business office, storage areas, sign, model units, and sales office. All temporary

construction and sales structures shall be aesthetically compatible with the subdivision development as determined by the Committee, and may only be located within the Property for a period not exceeding two (2) years, unless written approval of the ARC is obtained, which approval will not unreasonably be withheld.

6. BUILDING MATERIALS. Architectural Guidelines have been established to create a harmonious residential community. The Guidelines have been established for items including but not limited to, exterior construction, finishes, roofing materials, roof pitch, driveways, windows, porches, paving materials and building massing. All construction must be in accordance with the Architectural Guidelines, unless otherwise approved in writing by the Committee. The exterior walls of all residential buildings shall be constructed with rock, stucco or architecturally acceptable masonry veneer for 75% of the total exterior wall area. Brick may be used for accent purposes only. Chimneys shall be rock or stucco. Window and door openings shall be included as masonry. Detached garages shall be 75% masonry. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Review Committee.

7. ROOFING MATERIALS. Roofing shall be earthtone concrete tile, earthtone clay tile, or earthtone or dull silver standing seam metal. The Architectural Review Committee shall have the discretion to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole.

8. FENCES. Fences may be constructed along and adjacent to the property line. Yard fences will be allowed but must be the same construction as property line fences. Ranch Style fences with native cedar corner posts and line posts are the only type of fence that will be approved. See photo in the Architectural Guidelines section 4.9. No metal corner posts or "T" posts may be used on any fence. Pipe fences will not be permitted. Stone columns and decorative walls may be approved at entrance gates as accents only. The design and material of construction for any fencing must be submitted to and approved by the Architectural Review Committee prior to start of construction.

(a) The Architectural Review Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(b) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of edge of pavement lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended edge of pavement lines into the street. No structures or

landscape material over three and one-half feet (3 ½') tall shall be allowed in this inscribed triangle.

(c) All fences must be installed by a professional fence contractor.

(d). All perimeter fencing must not exceed 54 inches in total height. Deer proof fencing may be approved for garden areas or other special situations at the sole discretion of the ARC.

(e). Decorative Privacy fencing is allowed in a particular situations such as screening for swimming pools, but it shall not encroach upon the back or side set-back lines.

9. DRIVEWAYS, SIDEWALKS, DECKS AND PATIO'S. All driveway approaches from the road up to the property line must be constructed of concrete and comply with all Gillespie County road access culvert requirements. All exposed culvert pipe ends must have a concrete rip rap installed. The driveway area extending from the concrete approach described above to the house may be constructed of concrete, asphalt, chip seal, or pavers and best efforts made to follow the existing contours of the site, with minimal excavation. Driveways and entry walks must be shown on the site plan submitted for approval of the Architectural Review Committee. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. No access to any lot will be allowed from any street or property, which adjoins the development. Access to each Lot in The Overlook at Bear Creek must be from the private roads within the development.

10. TEMPORARY STRUCTURES. No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn, or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. Travel trailers, campers, recreational vehicles, or similar vehicles must be parked or stored so that they are not visible from other properties or the street. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached. Sales offices and construction offices used by the Declarant or Builder Members are permitted but are subject to ARC approval as to number, type, location and ultimate use.

11. NECESSARY TEMPORARY FACILITIES. Notwithstanding the other provisions of this Article 5, Declarant reserves unto itself the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as it, in its sole discretion, may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. In addition, temporary facilities as may be necessary or convenient for construction of a residence must be approved by the ARC. Any temporary facilities used for purposes of storage of building materials or construction debris shall be placed or located in such manner that they are not visible

from the Common Facilities or any part thereof and shall be allowed only during the period of residential construction. All residential construction debris shall be placed in a dumpster or contained in a job built container during construction and removed frequently.

12. RESTRICTIONS ON LOTS. All Lots in the subdivision shall be used for residential purposes or as part of the Common Area. No residential building shall remain incomplete for more than twelve (12) months after commencement of construction. Temporary use may be made of a house for a Builder Member's sales office, which shall be permitted until such house is sold, not to exceed twenty-four (24) months in total from time of completion, provided such use is approved in writing by the ARC.

13. GARAGES. A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit and shall be side loading to the main structure. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the Architectural Guidelines. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee.

14. MAXIMUM HEIGHT. No building or structure erected, altered or placed on, with or in the Properties shall exceed thirty feet (30') in height (measured from the top of the native soil, adjacent to the foundation to the topmost part of the roof) nor be more than two and one-half (2 1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

15. MINIMUM AREA. The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

(a) If single story – 1,500 square feet of living area.

(b) If two story – 1,800 square feet of living area, with 1,500 square feet living area on the ground floor. The second floor living area cannot exceed 50% of the first floor living area.

16. BUILDING SETBACKS. All improvements, including but not limited to patios, decks, gazebos, or swimming pools shall be constructed in accordance with the building set backs as indicated below.

LOT #	FRONT SETBACK	REAR SETBACK	LEFT SETBACK	RIGHT SETBACK
1	100'	75'	25'	25'
2	100'	75'	25'	25'
3	100'	75'	25'	25'
4	100'	75'	25'	25'

5	100'	75'	25'	25'
6	100'	75'	25'	25'
7	100'	75'	25'	25'
8	100'	75'	25'	25'
9	100'	75'	25'	25'
10	100'	75'	25'	25'
11	100'	75'	25'	25'
12	100'	75'	25'	25'
13	100'	75'	25'	25'
14	100'	75'	25'	25'
15	100'	75'	25'	25
16	100'	75'	25'	25'
17	100'	75'	25'	25'
18	100'	75'	25'	25'
19	100'	75'	25'	25'
20	100'	75'	25'	25'
21	100'	75'	25'	25'
22	100'	75'	25'	25'
23	100'	75'	25'	25'
24	100'	75'	25'	25'
25	100'	75'	25'	25

The Architectural Review Committee may grant a variance to the foregoing setback restrictions in cases where necessary to permit a unique architectural design or to attempt to conserve native trees.

17. LOT CONSOLIDATION. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Review Committee, consolidate such Lots into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein. Any consolidated Lot shall comply with all lawful requirements of any applicable statues, ordinance or regulation. On application by any Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots, which are not consolidated.

18. LOT SUBDIVISION. No Lot may be subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded Subdivision Plat for the unit in which the Lot is located. In the event two or more Lots are consolidated into one home site, such consolidated home site may not be subdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Lots on the Subdivision Plat.

19. OUTBUILDING REQUIREMENTS. Every outbuilding, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be

compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Review Committee.

20. SIGNS. No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot without the prior written approval of the Architectural Review Committee, which shall have control over the wording, design, appearance, size, quantity, and location of all signs. Signs used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, however, only one sign will be permitted and it shall be approved by the ARC prior to installation. Signs advertising subcontractors or suppliers are specifically prohibited. This provision shall not be deemed to prohibit the posting of any signage required or recommended by the Texas Commission on Environment Quality, any such signage to be subject to the approval of the Architectural Review Committee as to size, appearance, design and location. Nor shall this provision be deemed to prohibit the posting of any safety, advisory or warning signage or traffic control signage recommended by the Declarant or the Association; however, any such signage shall be subject to the approval of the Architectural Review Committee as to size, appearance, design and location.

21. LOT MAINTENANCE. Grass, weeds, and vegetation on each Lot and the right-of-way adjacent to the street shall be kept mowed at regular intervals by the Lot Owner. Trees, shrubs, vines and plants, which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without being obligated to do so and without liability to Owner or any occupants, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

22. LANDSCAPING. All yard areas must be included in a landscape plan that must be approved by the ARC prior to construction. The distinct character of the natural landscape of the properties and use of native landscaping materials and Xeriscape are encouraged. All yards must be maintained with grass or landscaping in a neat and well-mown condition, free of unsightly weeds and overgrowth. No trees larger than six inches (6') in diameter may be removed without written ARC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED

PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES. Standards for preservation of the natural environment at The Overlook at Bear Creek, a P.U.D. will apply not only to trees and brush, but also to ground cover. Native wild grasses and wild flowers shall be preserved as the predominant ground cover.

(a) Landscaping. Landscaping is required along the front elevation of the residence at time of completion. This work shall include the restoration of all disturbed areas in front of the residence and/or any visible areas from all roads and adjoining properties. Landscape plans shall include an irrigation system where needed and must be submitted for approval.

(b) Approved Plants. The approved plants for the Lot shall be the "Recommended Species for South Texas" and the "Recommended Species for Central Texas," both as published by the National Wildflower Research Center of Austin, Texas.

(c) Protecting and Preserving Plants. Care should be taken to protect all plants within the Properties, therefore, all improvements should be sited to avoid existing trees if at all possible.

(d) Site Work. Each Owner is encouraged to be creative in the design process and to plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways where practical. Structures should be limited to the area on the site where drainage, soil and geological conditions will provide a safe foundation.

(e) Equipment. Track-mounted equipment may not be used within the Lot, as the natural appearance of the Lot would be severely damaged.

(f) Damaged Vegetation. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the Owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Architectural Review Committee at the expense of the Owner.

(g) Harmonious View. All landscaping, foundations, statuary, mailboxes, house numbers, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot and from the streets and other Common Facilities, must be harmonious and in keeping with the overall character and aesthetics of the Properties.

(h) Approvals. All landscape plans and plans submitted to the Architectural Review Committee for its approval, or disapproval, prior to the construction, alteration and/or placement of such items.

The Architectural Review Committee is empowered to establish additional landscaping guidelines, consistent with these Restrictions as authorized by Article 4.2.

23. WATER. All lot owners must provide their own private water well. There are no warranties, express or implied as to the quantity or quality of water.

24. SEWAGE. No outside toilets shall be used, constructed or permitted except during the construction of a single-family residence, during which time there must be a portable toilet on site. No installation of any kind for disposal of sewage shall be constructed or maintained which would result in untreated sewage or septic tank drainage being drained onto or into the surface of any part of the Property, or onto or into any body of water located on the Property. No means of sewage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Article 5.25 is not meant to prohibit any "gray water" systems, which are approved by the Architectural Review Committee and all applicable governmental authorities.

25. HUNTING and FIREARMS. No hunting, including, but not limited to, bow hunting, shall take place within the Property. No rifles, shotguns, pistols or other firearms may be discharged thereon at any time.

26. VEHICLES. No trailer, motor home, boat, recreational vehicle, travel trailer, or any truck larger than a one (1) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the Lot unless they are in an enclosed structure. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway, street or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose serving such Lot. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets.

27. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. No burning of trash or brush shall be permitted within the P.U.D., except by the Declarant.

28. ANIMALS. No sheep, goats, swine, poultry, or snakes shall ever be raised, kept, bred, or harbored on any portion of the Property. Horses and cattle may be kept and maintained on the property for personal use only. Commercial operations or breeding of horses and cattle will not

be allowed. There is a combined limit of 2 horses and/or cows per property. In the event multiple Lots are combined and replatted into a single Lot, the maximum number of horses and cows will increase to 4. Dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. All pets must be restricted to the Lots of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Lot shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Lot's property lines.

29. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or fluids may be maintained on any Lots above the surface of the ground.

30. COMMUNICATIONS ANTENNAE. Except where preempted by federal or state law or regulation, no microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Review Committee which shall have the authority to establish guidelines for the placement of satellite dishes and solar collectors.

31. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

32. ADVERSE CONDITIONS. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist, which will adversely affect the other Living Units or their Owners or residents.

33. EXTERIOR LIGHTING. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is visible to neighboring properties. Shrouds must be installed to conceal the bulb. Exterior site lighting should be included in the landscaping plan and submitted for review and approval by the ARC prior to installation.

34. EXTERIOR NOISE. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot without the approval of the Architectural Review Committee. Excess noise, noxious, offensive or undesirable

activity shall not be permitted, which may be or become a nuisance or annoyance to the Owners of adjacent Lots or to the PUD as a whole

35. ATHLETIC FACILITIES. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Review Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision, where same would be visible from an adjoining street or Lot, without the prior written consent of the Architectural Review Committee.

36. *OUTSIDE PARKING AND STORAGE. The following rules shall apply to all* vehicles, watercraft and towable equipment:

(a) No boat, trailer, camping unit, recreational vehicle or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed garage or in an area adequately screened by planting or fencing, so that such item cannot be viewed from any other Lot or Common Facility, nor shall any truck, camper, recreational vehicle, boat, trailer, equipment, or machinery be parked in front of any residence for a period in excess of twenty four (24) consecutive hours. Both the Architectural Review Committee and the Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Lots and the Common Facilities, as either may from time to time deem necessary to ensure the preservation and appearance of the Property; and such rules and regulations shall be in all respects binding on and enforceable against Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in use set forth in this Article 5.37.

(b) During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity, subject to and in accordance with the terms of this Declaration and the Architectural Guidelines.

37. HOUSE NUMBERING. House numbers identifying the address of each home must be installed to comply with all applicable governmental jurisdictions.

38. ADDITIONAL LAND USE REGULATIONS. The Association is empowered to establish additional land use regulations relating to the Property, both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Article.

ARTICLE 6
EASEMENTS

1. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All drainage on Lots must comply with the area grading plans attached as Exhibit "A" and any subsequent grading plans approved by Gillespie County and the ARC.

2. SUBDIVISION WALLS AND MONUMENTS. An easement for construction, reconstruction, repair, and maintenance of any subdivision entry walls, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a subdivision entry wall which borders the rear of any Lot in The Overlook at Bear Creek a P.U.D., shall be maintained by the Association and the Association may landscape the strip of land outside the wall as it deems appropriate. Vegetation growing between the subdivision entry wall and the adjoining street along the side of any corner Lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner.

3. MAINTENANCE AND ACCESS EASEMENTS. There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

4. WAIVER OF LIABILITY. Neither the Declarant nor the Architectural Review Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

5. DRAINAGE EASEMENTS. Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements and original grading of Lots as shown on Exhibit "A" in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee and the Gillespie County Drainage Engineer;

(c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

6. COMPLIANCE BY OWNER. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE 7
ON SITE INSPECTION AND DISCLOSURE

1. CAVES AND SINKHOLES. Natural caves and sinkholes may occur on some of the Lots in the Property. Prior to Closing the purchase of the Lot, each prospective Lot Owner should personally inspect the Lot in which he is interested and/or obtain the services and advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes. If he completes the purchase of a Lot, such Lot Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

2. SITE IMPROVEMENTS.

(a) Each prospective Lot Owner is hereby notified that the streets in the Property are not public streets, but are private streets within a Planned Unit Development. After they have been completed and approved by Gillespie County the streets shall be conveyed to the Association. The Association shall have the responsibility for maintaining the streets. Although there is a sixty foot (60') street right-of- way indicated on the Subdivision Plat, the paved area is of variable width and generally is limited to twenty four feet (24') and the shoulders or concrete curbs generally are one and one half foot (1-1/2') in width. In order to maintain the aesthetics of a rural subdivision and the ambience of country lanes, the Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Lot Owner should carefully note the width of the paved portion of the streets and the proximity of trees to pavement. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement of the nature of the streets within the P.U.D.;

(ii) his acknowledgement of the proximity of the trees to the pavement;

(iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of driving on streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(iv) his agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules and regulations of the State of Texas (the same as if they pertained to private streets), in accordance with all posted traffic signs and warnings and rules and regulations of the Association, and in accordance with the terms of the Declaration, as it may be amended from time to time; and

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees arising out of or in connection with the streets of the P.U.D. or the location of trees within the unpaved portion of the street rights-of-way.

(b). Each prospective Lot Owner also is notified that drainage ditches, culverts and other drainage facilities within the street rights-of-way in the Property are not publicly owned, but are privately owned. Once they have been completed, the drainage facilities located within the road rights-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. Each prospective Lot Owner should carefully note the location of the drainage facilities and of any creek beds and 100-year flood plain areas. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement that the bridges, drainage ditches, culverts and other drainage features located within the street rights-of-way of the P.U.D. are not owned by a public entity, but shall be owned and maintained by the Association;

(ii) his acknowledgment that he has carefully checked the Plat of the Lot to determine if any of the Lot is affected by a creek bed or a 100-year flood plain area;

(iii) his agreement to hire a professional engineer to evaluate the siting of improvements and to design adequate surface water drainage improvements to prevent flooding;

(iv) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such bridges, drainage facilities, creek beds, 100-year flood plain areas and drainage easements and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

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

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

3. "AS IS, WHERE IS". Each prospective Lot Owner acknowledges that, other than those warranties expressly stated herein, Declarant, its officers, employees, brokers, agents and salesmen, make no warranties, express or implied, as to the condition of any Lot, the Common Facilities, nor the Property itself. Each prospective Lot Owner is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Lot and the Property as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each Lot Owner is acknowledging that he is purchasing the Lot on an "AS IS," "WHERE. IS," and "WITH ALL FAULTS" basis, which shall be incorporated into the deed of conveyance, and is further acknowledging the following:

(a) Each Lot Owner is responsible for installing and maintaining a private water well on the Lot. All water wells must be permitted, installed and maintained in strict accordance with the Hill Country Underground Water District as well as the State of Texas rules and regulations;

(b) Each Lot Owner is responsible for installing and maintaining his own septic tank system pursuant to all applicable land use regulations, including, but not limited to, those promulgated by Gillespie County and the Texas Commission on Environmental Quality. Declarant has no obligation with respect to sewage disposal facilities;

(c) Each Lot Owner is responsible for extending electricity into his Lot from the transformer or pull-box provided.

(d) Electric service will be provided by Central Texas Electric Coop.

(e) The Association will have full responsibility for maintaining those portions of the private streets within the Property, which have been completed, such responsibility to include landscaping and to commence one year after each portion of a street has been completed. The Association also shall maintain commercial general liability insurance with coverage sufficient to adequately protect the Association, its officers, directors, employees and any Members acting on its behalf, as well as the Declarant, the members of its Board of Directors and its officers, agents, and employees from liability arising out of the construction, maintenance and/or ownership of the Common Facilities.

4. AGREEMENT . If he completes the purchase of a Lot, the Owner specifically agrees that such purchase also shall evidence the following:

(a) his acknowledgement of the existence in the Property of trees in close proximity to streets, creek beds, 100-year flood plain areas, drainage easements, bridges, culverts, drainage facilities, caves and/or sinkholes;

(b) his agreement to accept the risk of such features for himself and his family, guests and other invitees, only to the extent, however, that the law makes such acceptance binding on his invitees without subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(c) his agreement to waive any claim that he may have, now or in the future, whether known or unknown, against Declarant, Declarant's officers, directors, contractors, employees and agents arising out of the existence within the Property of trees within the unpaved portion of street rights-of-way, creek beds, 100-year flood plain areas, drainage easements, bridges, drainage facilities, caves and/or sinkholes; and

(d) his agreement to indemnify and hold harmless Declarant, Declarant's officers, directors, contractors, employees, brokers, agents and salesmen from and against any claim that such Lot Owner or any heir or assign of such Lot Owner, or any licensee, invitee, or tenant of such Lot Owner might bring against any of them in contravention of his agreements contained in this Article 7.4.

ARTICLE 8
ANNEXATION AND AMENDMENTS

1. ADDITION TO PROPERTY. Additional lands may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions lie within the area outlined on Exhibit "B" attached hereto and incorporated herein by reference. Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Property. In the event Declarant annexes additional property into the Association, any property shown as a detention pond, common area, easement or similar designation on the recorded plat, which is subsequently conveyed to the Association, "as-is," "with all faults," and shall be accepted and maintained by the Association

(b) Other Additions. The owner of any property who desires to add the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefor to the Association together with the following:

(i) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(ii) The proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt, which he seeks the Association to assume;

(iii) The proponent shall state that the proposed additions, if made, will be subject to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of the total votes of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the

proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

2. DURATION. This Declaration shall remain in full force and effect until January 1, 2030, at which time, and on each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of seventy-five percent (75%) of the Lots shall file a written agreement to abandon same.

3. AMENDMENT BY DECLARANT. Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interests of the Owners, as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy.

4. AMENDMENT BY OWNERS. This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2030, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Gillespie County, Texas.

ARTICLE 9
ENFORCEMENT

1. BREACH BY OWNER. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. REMEDIES. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment thereto, or Rules and Regulations promulgated by the Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

(a) The imposition of a special charge not to exceed Five Hundred Dollars ($500.00) per violation, or

(b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association

with respect to the exercise of such remedy, or

(c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to attorney's fees and court costs.

3. WRITTEN NOTICE. Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, or the expiration of twenty (20) days, whichever first occurs, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

4. LIEN AGAINST OWNER. All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

5. LIMITATIONS OF LIABILITY. Neither the Declarant, nor the Architectural Review Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications, and/or plot plans for approval or to any Owner of a Lot in the P.U.D. by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans, specifications, plot plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

ARTICLE 10
MISCELLANEOUS

1. TITLES. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

2. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GILLESPIE COUNTY, TEXAS, AND IT IS AGREED THAT ANY

ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN GILLESPIE COUNTY, TEXAS.

3. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4. OMISSIONS. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5. GENDER AND GRAMMAR. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

6. DURATION. These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the P.U.D. until January 1, 2030, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of not less than seventy-five percent (75%) of the Lots has been recorded agreeing to change said covenants in whole or in part.

7. ADDITIONAL INFORMATION. Architectural Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ARC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

EXECUTED effective the 11th day of January, 2011.

THE OVERLOOK AT BEAR CREEK, LLC,
a Texas limited liability company

By: _____
Johnnie B. Long, Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 11th day of January, 2011, by Johnnie B. Long, Manager of The Overlook at Bear Creek, a Texas limited liability company.

CHRISTINA M. HERNANDEZ
Notary Public, State of Texas
My Commission expires
April 29, 2011

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 IH-10 West
San Antonio, Texas 78201-2851

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 11, 2011 01:50:11 PM

FEE: $143.00 20110156

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The Overlook
AT BEAR CREEK
Home Where Your Heart Is.

ARCHITECTURAL GUIDELINES

REVISED 1-3-11

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INTRODUCTION

1.1 OBJECTIVE OF THE GUIDELINES

The purpose of the Architectural Review Committee ("ARC") for The Overlook at Bear Creek is to evaluate each proposed home and site design for appropriateness. The Committee may determine what is appropriate in one situation may not be appropriate for another. Overall, the ARC encourages discretion in architectural and site design and respect for neighbors as well as the overall community.

It is the intent of The Overlook at Bear Creek and the Architectural Guidelines to preserve, protect, and enhance the natural setting herein. Each Lot in The Overlook at Bear Creek is considered unique in terms of its natural opportunities and constraints. Each residence should be placed on the site to minimize disruption of the existing environment and adjoining properties, and to preserve the natural features of each Lot. The Architectural Review Committee shall evaluate each proposed home for appropriateness to its Lot and compliance with the objectives of the Architectural Guidelines.

REVIEW AND APPROVAL PROCESS

2.1 ALL APPROVALS IN WRITING

All approvals by the ARC shall be in writing. No verbal approvals or representations by the ARC shall be valid or enforceable.

Initially the ARC will be the developer. This responsibility will be turned over to a committee at the developer's discretion. The ARC reserves the right to discuss and act upon an application without the applicant or a representative of the applicant being present.

2.2 VARIANCES AND APPROVALS

Because each home site is different, a variance that is granted or a home plan that is approved shall not set a precedent. All home plans are approved or rejected on a case-by-case basis at the sole discretion of the ARC.

Any variance requests to the design guidelines must be submitted in writing to the ARC. All variance approvals must also be in writing.

2.3 PLAN REVIEW

Upon receipt of ALL required documents, the ARC will respond within 30 days. The final review submittal shall include two (2) copies of the following:

- Site plan to scale including: home location with dimensions to all property lines, any outbuildings, water well, septic system, utilities, HVAC units, any cuts required, retaining walls, and driveway location
- All home elevations and floor plans, a list of exterior paint colors, roof type and color, window type and color, stone and/or stucco color.
- Plan Review fee of $300.00
- Owner and Builder must both sign the "Compliance Fee Agreement" and deposit with the Association a $1,500.00 Compliance Deposit

2.4 COMMENCEMENT AND INSPECTIONS

A dumpster and port-o-potty must be on site in order to commence construction. Commencement occurs when forms are set for the foundation.

During the construction phase, the ARC or an appointed agent will perform periodic inspections to ensure compliance with the approved plans, exterior materials and colors, and most importantly a clean jobsite.

A final inspection will be done at the completion of the home to ensure compliance with the approved plans and to verify all debris has been removed.

2.5 FORM SURVEY

A form survey is required for all home construction. The survey shall be at Builders/Property Owners expense and prepared and sealed by a Registered Land Surveyor. The survey must be submitted for written approval by the ARC PRIOR to pouring the foundation.

2.6 CHANGES

During construction, no changes in the plans, exterior materials or colors previously approved by the ARC may be undertaken without prior written approval from the ARC.

Once the residence is completed, no exterior alterations including, but not limited to, colors, materials, additions or deletions shall be undertaken which will result in changes, visible or apparent, to the exterior appearance without prior written approval from the ARC.

2.7 MODIFICATION AND ENFORCEMENT

The ARC may at any time, in its sole discretion, amend these guidelines. As the ARC reviews plans, it is inevitable that unforeseen situations will require amendments to these guidelines. Every effort will be made to notify owners of these changes; however, it is ultimately the owner's responsibility to obtain the latest guidelines

The ARC shall have the right to enforce all terms and provisions of these guidelines. The rights of enforcement are more specifically spelled out in the *Declaration of Covenants, Conditions and Restrictions for The Overlook at Bear Creek Planned Unit Development and The Overlook at Bear Creek Community Association.*

SITE DESIGN GUIDELINES

3.1 DRIVEWAYS

Driveway culverts and approaches must comply with Gillespie County Road Access rules, or the Overlook at Bear Creek Civil Engineers guidelines, whichever is stricter. All driveway approaches (from the subdivision road to the property line) must be concrete with concrete rip raps on all culvert ends. The driveway extending from the property line to the home must be constructed of concrete, masonry pavers, asphalt, chip-seal, crushed granite, or a combination thereof may be used. Standard road base is not an acceptable driveway finish.

3.2 BUILDING SETBACKS

All lots have the following minimum building setbacks: front and rear building setbacks of 100' and side setbacks of 25'.

3.3 WATER WELLS AND SEPTIC SYSTEMS

All water wells must be properly permitted by the Hill Country Underground Water District and/or any other governing agency. Under no circumstances may any well be drilled within 75 feet of a property line or in any location in which the 75' radius well sanitation easement encroaches on any adjoining property.
All septic systems must be engineered, permitted, inspected and maintained according to Gillespie County regulations.

ARCHITECTURAL GUIDELINES

4.1 HOME SIZE

Single story homes must contain at least 1,500 square feet of living area. Two story homes must contain at least 1,800 square feet of living area with a minimum of 1,500 on the first level.

4.2 BUILDING HEIGHT

The maximum building height shall be no more than thirty (30') feet measured from natural grade at a point directly beneath the highest point of the roof. An architectural feature such as a tower or balcony can exceed the height restrictions with written approval of the ARC. Satellite dishes or other antennas must not exceed the same 30' height mentioned above.

4.3 BUILDING MATERIALS

All homes shall be fully constructed on site with new materials. No modular home or manufactured home shall be placed, erected, constructed, or permitted within the development.

Homes shall be constructed using masonry (ie. Stone, brick, stucco) to cover a minimum of 75% of the exterior surface area of the home (excluding window and door openings). Vinyl and/or aluminum siding are prohibited.

All exposed foundations must be covered with masonry to match the masonry on that elevation of the home to within 24" of finished grade.

4.4 COLORS

Exterior colors for the home (whether stone, stucco, or siding) should be compatible with the surrounding native landscape. Exterior colors should be limited to earthtone or muted colors. Accent colors are permitted as long as, in the opinion of the ARC, the accent does not overwhelm the building's basic color or create a visual distraction from the street, adjacent Lot, or Common Facilities.

4.5 ROOFS

Roofs may be constructed with only the following materials: earthtone or dull silver standing seam, concrete tile, clay tile, or slate tile.

4.6 WINDOWS

All windows shall be of wood, vinyl, or aluminum construction.

4.7 GARAGES AND GARAGE DOORS

Each home shall have a garage (whether attached or detached) to accommodate at least 2 vehicles. If detached, this garage must be constructed simultanieously with the home and shall match the exterior of the home. Garages shall not take up a disproportionate amount of space in a home or compared to the home if detached. Garages may not be converted into indoor uses such as dens, recreation rooms, family rooms, etc., unless a replacement garage is constructed and prior written approval from the ARC has been obtained.

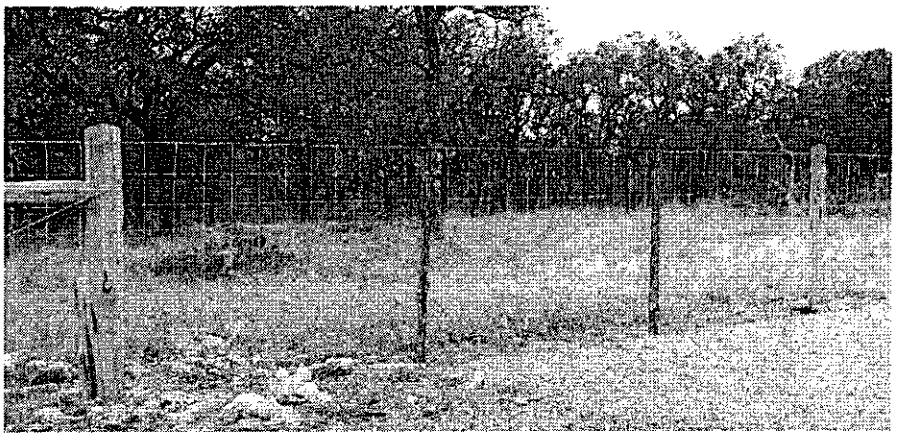
4.8 HVAC UNITS, POOL EQUIPMENT AND OTHER STRUCTURES

All HVAC units and pool equipment shall be screened from the view of the street and neighboring residences.

Other structures, such as, but not limited to, barns, sheds, guest cottages, in-law cottages, tennis courts, sport courts shall be submitted per the design guidelines and approved by the ARC prior to construction. In any case, these outbuildings must be built simultaneously with or subsequent to the main house.

4.9 FENCING

Only Ranch style fences with native peeled cedar posts and cedar stays will be permitted (see example below). Perimeter fences shall not exceed 4'-6" in height. Deer proof fences around the perimeter of any lot are not permitted. Deer proof fences with same construction as below may be built to protect a small garden areas only but must be approved by the ARC prior to construction.



4.10 SWIMMING POOL AND SPAS

Proposed pool plans must be drawn on a copy of the previously approved site plan. The plan shall include all improvements, pool equipment location and screening, decking, retaining walls, etc. Above ground pools are prohibited. Exposed foundations of any pool foundation, pool skirting or patio foundation must be constructed of the same masonry material as the single family residence constructed on the lot.

4.11 SIGNS

Only one (1) sign may be erected on each lot during construction and for 30 days after. Signs should not exceed 42" x 42" and cannot be lighted. Homeowners wishing to sell their property may erect 1 realtor sign with the same size requirements as above.

4.12 EXTERIOR LIGHTING

All exterior lighting shall have a shroud to cover the bulb and direct the light downward so that the bulb may not be visible from the street or any other property within the development.

CONSTRUCTION GUIDELINES

These construction guidelines are intended to ensure that the natural environment is not damaged and that neighboring residents are not unduly disturbed during the construction process. The owner and the builder shall be bound by these guidelines. The ARC recommends that the owner incorporate these into the builder contract.

5.1 COMPLIANCE DEPOSITS

The ARC will require each Owner to submit the $1,500.00 Compliance Deposit (as specified in section 2.5) simultaneously with the final plans, to be held in a non-interest bearing account as security against any damages caused to the Association's common areas, streets or adjacent properties, and to ensure a clean job site at all times. The Owner must maintain a minimum balance of $1,500.00 in the account throughout the construction of the home. If any charges are assessed against the account by the ARC, which it may do at its sole discretion, the Owner must replenish the account to the minimum balance within 3 days of notice. The minimum balance requirement is not a limitation of liability and each Owner shall be responsible for damage to the common area whether more or less than the deposit.

Upon completion of the home as per the approved plans and specifications, a final inspection will be performed by the ARC. Provided that no damage to the common areas, streets or adjacent properties remains unremedied and the jobsite has been properly cleaned of any construction debris, the Compliance Deposit or any balance thereof will be returned to the Owner.

5.2 CONSTRUCTION ENTRY

A stabilized construction entrance is required for each construction site. This reduces the amount of mud, dust and other debris tracked onto the streets. The entry must be installed prior to commencement of construction.

5.3 SANITARY FACILITIES

Each builder shall be responsible for providing and maintaining adequate sanitary facilities for its construction workers. Portable toilets shall be located inside the building setbacks and must be cleaned weekly.

5.4 VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use, other building sites or open spaces. Parking is not permitted on the streets, within the road easement, or on any grass or natural vegetation.

5.5 DEBRIS AND TRASH REMOVAL

Builders must provide a dumpster or other approved container for debris at all times during construction. All trash and construction debris must be cleaned regularly. If a clean site is not maintained by the builder or any sub-contractors, the ARC may assess a fine against the compliance deposit and/or clean the jobsite and charge the compliance deposit as follows: clean up costs will be a minimum of $100.00 per man hour plus any equipment rental costs.

The street in front of the home must be kept clean on a regular basis.

5.6 NOISE AND GENERAL NUISANCE

Radios and/or any music must be restrained so as not to be heard from adjacent home sites or roads.

Dogs or other pets are not permitted on jobsites during construction.

Blasting is not allowed.

EXECUTED effective the 11th day of January, 2011.

THE OVERLOOK AT BEAR CREEK, LLC,
a Texas limited liability company

By: _____
Johnnie B. Long, Manager

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 11th day of January, 2011, by Johnnie B. Long, Manager of The Overlook at Bear Creek, a Texas limited liability company.

CHRISTINA M. HERNANDEZ
Notary Public, State of Texas
My Commission expires
April 29, 2011

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 IH-10 West
San Antonio, Texas 78201-2851

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 11, 2011 01:50:11 PM

FEE: $43.00 20110157

33 PGS 20133200
DCC

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OVERLOOK AT BEAR CREEK A PLANNED UNIT DEVELOPMENT AND THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC.

THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS, THIS DECLARATION IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION.

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ARTICLE 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant, (said property being sometimes hereafter referred to as "the Land") to wit:

THE OVERLOOK AT BEAR CREEK, a PLANNED UNIT DEVELOPMENT (P.U.D.), in Gillespie County, Texas, as shown on plat thereof recorded in Volume 4, Pages 168 of the Deed and Plat Records of Gillespie County, Texas, and on the grading plan attached hereto as Exhibit A.

2. Declarant has subdivided the above-described real property as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision shall be effectively known as THE OVERLOOK AT BEAR CREEK, a P.U.D.

3. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, and in the subdivision known as THE OVERLOOK AT BEAR CREEK, a P.U.D., to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

4. Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof, and

5. THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid as to THE OVERLOOK AT BEAR CREEK, a P.U.D., a residential subdivision in Gillespie County, Texas, as shown on plat recorded in Volume 4, Page 168, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of said THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC.

6. Declarant declares that the property above described as constituting THE OVERLOOK AT BEAR CREEK, a P.U.D. shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of The Overlook at Bear Creek Community Association, Inc.

7. Planned Unit Development ("P.U.D.") The Subdivision has been designated as a Planned Unit Development. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

ARTICLE 2
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ARC", "Committee" or "Architectural Review Committee" shall mean the "Architectural Review Committee" established pursuant to this Declaration.

(b) "Architectural Guidelines" or the "Guidelines" refer to The Overlook at Bear Creek Architectural Guidelines specifying requirements for design, construction, and landscaping of the homes and Lots.

(c) "Articles" shall mean the Articles of Incorporation of THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(d) "Association" shall mean and refer to THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

(e) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

(f) "Builder Member" shall mean such builders approved by ARC for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(g) "Bylaws" shall mean the Bylaws of THE OVERLOOK AT BEAR CREEK COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(h) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, boulevards, entries, parkways, medians, islands, common entry house and gates, controlled access facilities, security equipment, light standards, tree illumination, signs, fountains, statuary,

walkways, landscaped parks, nature trails, ponds, landscaping, irrigation systems, tennis courts, walls, bridges, safety lanes, drainage easements, and other similar or appurtenant improvements.

(i) "Declarant" shall mean and refer to THE OVERLOOK AT BEAR CREEK, LLC., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(j) "Living Unit" or "Dwelling" shall mean and refer to a single-family and its attached or detached garage situated upon a Lot.

(k) "Lot" shall mean and refer to any of the plots of land in THE OVERLOOK AT BEAR CREEK a P.U.D. as shown on plat recorded in Volume 4, Page 168, Deed and Plat Records of Gillepsie County, Texas.

(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(m) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the existing Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(n) "Primary Contractor" or "Builder" shall mean the general contractor or builder engaged by an Owner to construct a Dwelling on such Owner's Lot.

(o) "Property" shall mean and refer to the above-described properties known as THE OVERLOOK AT BEAR CREEK, a P.U.D.

(p) "Additional Property" shall mean and refer to property, which is added to the Property pursuant to Article 8 of this Declaration or any Amended or Supplemental Declaration.

(q) "Subdivision Plat" shall mean and refer to the map or plat of THE OVERLOOK AT BEAR CREEK, a P.U.D., filed for record in Volume 4, Page 168, Deed and Plat Records of Gillespie County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Gillespie County, Texas.

ARTICLE 3
COMMUNITY ASSOCIATION AND ASSESSMENTS

1. MEMBERSHIP IN THE ASSOCIATION. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

2. VOTING RIGHTS. The association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 2(m) above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 2(m). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be Declarant, Timeless Luxury Homes, LLC, BSH, Inc., and Bart LeStourgeon. The Class B Members shall be entitled to seven votes for each Lot in which it holds an ownership interest provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2030.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

3. CREATION OF A LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Following the initial conveyance of each Lot from the Declarant, each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

4. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Property by the Members.

5. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial annual assessment

for an improved Lot shall be prorated for the remainder of the calendar year in which construction of improvements began, if they began on a date other than January 1. The annual assessment for unimproved Lots shall be one-half (1/2) of the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided herein. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon has commenced. As provided in Article 5.18, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

7. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than fifteen percent (15%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

8. QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLES 3.6 AND 3.7. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to each Lot, following the initial conveyance of the Lot from the Declarant, on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over

the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. All Common Facilities shall be exempt from the Assessments and liens created herein. Notwithstanding any other provision contained in this Declaration to the contrary, in no event shall Declarant be obligated to pay any Assessments attributable to any Lots owned by Declarant unless and until a completed Dwelling is situated thereupon.

10. DUTIES OF THE BOARD OF DIRECTORS. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, 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.

11. EFFECT OF NON-PAYMENT OF ASSESSMENTS: LIEN AND REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum interest allowed by law from the date due until the date paid, whichever is less. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof and to foreclose such lien against the property. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Business Organization Code.

12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the mortgage or by judicial or non-judicial foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments. The Association shall use its best efforts to give each such mortgagee sixty (60) days' advance written notice of the Association's proposed foreclosure of the lien described herein, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessment upon which the proposed action is based; provided,

however, that the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Article 3.11. hereof.

13. TITLE TO COMMON FACILITIES. The Declarant may retain the legal right to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than three years after the filing of record of this Declaration. Any such transfer of title shall be by Special Warranty Deed and the Association agrees to accept such Common Facilities "as is," "where is," and "with all faults."

14. ENTRY HOUSES AND GATES. So long as Class B membership exists (and provided that it has not previously transferred its rights in this section to the Association), Declarant reserves the legal title and control over all entry houses and gates which it may construct on or about the Subdivision, as well as the authority, in its sole discretion, to determine the hours, staffing and manner of operation. Nothing in this Declaration, or any other statement or communication by Declarant or the Association, shall constitute any representation or warranty by Declarant or the Association concerning the hours, staffing or manner of operation of the entry houses and gates, nor concerning any security or safety protection, which the entry houses or gates may offer.

15. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Articles 3.16 and 3.17, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

16. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat or as authorized herein.

(b) the rights of the Association, once it has obtained legal right to the Common Facilities, as provided in Article 3.13 above, to do the following:

(i) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;

(ii) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;

(iii) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;

(iv) to suspend the enjoyment rights of any Member for any period during which

any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;

(v) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities;

(vi) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class;

(vii) to enforce a maximum speed limit of not more than thirty (30) miles per hour and to post and/or install such other traffic signs and controls, as it deems necessary; and

(viii) to enforce posted traffic regulations, including, without limitation the right to restrict vehicular access to the Common Facilities by persons who have violated posted traffic regulations or been cited for speeding or reckless driving on more than two occasions in a twelve-month (12) period.

17. USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES. The right of use of the Common Facilities shall be strictly subject to the following:

(a) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be permitted on any part of the drainage easements, sidewalks or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association and the Association may prohibit or limit the uses of any portion of the Common Facilities. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets. Each Owner must provide sufficient parking space on their property. This includes parking during the construction of improvements on the Lot.

(b) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.

(c) No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed, by Declarant or the Board of Directors of the Association.

(d) The Board of Directors is empowered to establish additional use regulations relating to the Common Facilities as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke

or relax any of the restrictions of use set forth in this section.

ARTICLE 4
ARCHITECTURAL REVIEW COMMITTEE

1. COMPOSITION. There is hereby created an Architectural Review Committee, of not less than one person nor more than three persons, none of whom are required to be Members of The Overlook at Bear Creek Community Association. Such ARC shall be selected and appointed by the Declarant, so long as Declarant holds title to one or more lots within the Property, and thereafter by the Board of Directors of the Association. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ARC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event the Board of Directors of the Association may appoint the members of the ARC.

2. POWER AND AUTHORITY. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Review Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all costs reasonably expended in the performance of their responsibilities. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association. If the Architectural Review Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Review Committee may retain an architect and/or engineer for assistance and advice; in this event, the reasonable costs of such architect and/or engineer shall be paid by the party requesting architectural approval. The Architectural Review Committee is empowered to promulgate Architectural Guidelines for the Subdivision and to modify, from time to time, the Architectural Guidelines containing additional standards, restrictions, limitations and guidelines governing the design and construction of improvements and landscaping, and the terms, conditions and provisions of such Architectural Guidelines shall be binding upon each Owner with the same force and effect as if set forth verbatim herein. The Architectural Guidelines shall be available to each Owner at the offices of the Architectural Review Committee.

3. PROCEDURE. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations, structural detail, exterior colors and all exterior materials for such building,

landscaping detail, fence or other structure and site plan showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Review Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. The Committee may disapprove the construction or design of a structure on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of The Overlook at Bear Creek, a P.U.D. community and of other Owners or to preserve the serenity and natural beauty of the surroundings. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submission, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants or the "Architectural Guidelines." Construction, once approved (whether in writing or by "deemed" approval), must be completed within three hundred sixty five (365) days of approval. If the construction is not completed timely, the approval granted will be void. APPROVAL BY THE COMMITTEE DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL OR PERMIT REQUIRED BY A MUNICIPALITY OR OTHER GOVERNMENTAL AGENCY. APPROVAL BY A MUNICIPALITY OR OTHER GOVERNMENT AGENCY DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL REQUIRED BY THE COMMITTEE.

The address of the Committee as of the date hereof is:

The Overlook at Bear Creek Architectural Review Committee
c/o Mr. JB Long
931 Georg Oaks
Bulverde, Texas 78163

4. DISCRETION. It is the express intention of Declarant that the Architectural Review Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Review Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

5. SEPARATE ACTIONS. Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final, conclusive and binding, and there shall be no review of any actions of the Committee.

6. LIMITATION OF LIABILITY. There shall be no review of any action of the Architectural Review Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

7. APPROVED PRIMARY CONTRACTORS AND BUILDERS.

No construction of any building, fence, wall, recreational facilities, landscaping or other structure or improvements shall be commenced within the Property until the Primary Contractor (the "Contractor") or Builder to perform such construction shall have been approved in writing by the Architectural Review Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by the Committee in its sole discretion. In the event the Committee fails to approve or disapprove a written request for the approval of a Contractor within ninety (90) days after such request is submitted to it, such approval will be deemed to have been given. The Committee will make every effort to address requests in a timely manner. The Committee reserves the right to prohibit the use by any Primary Contractor or Builder of a subcontractor who is not sensitive to environmental issues relating to its construction activities, and/or who repeatedly engages in conduct in violation of the letter and spirit of this Declaration.

8. CONSTRUCTION. Construction of any structure approved by the Committee shall commence within three (3) months of such approval; and the completion of such construction must be accomplished within twelve (12) months of the commencement of such construction. Certain fee's and deposits, as required by The Overlook at Bear Creek Community Association, Inc. and the Architectural Review Committeee, as described in the Architectural Guidelines, must be paid by the Owner prior to commencement of construction.

9. CONSTRUCTION REGULATIONS. In order to assure that the natural landscape of The Overlook at Bear Creek, a P.U.D. is not unduly damaged during construction, the Architectural Guidelines for The Overlook at Bear Creek, shall be made a part of the construction contract documents for each residence or other improvements constructed on a Lot. All Contractors and Owners shall be bound by these Guidelines and any violation, regardless if by a Contractor or subcontractor, shall be deemed to be a violation by the Owner of the Lot.

10. MONITORING DURING CONSTRUCTION. Building sites shall be monitored during the construction of any improvements to the Lot by the Architectural Review Committee and/or the Directors of the Association. Violations of the Architectural Guidelines will be reported to the Board of Directors of the Association but the ARC may enforce the Guidelines and assess penalties, by sending a letter to the Contractor and/or Owner involved. A copy of the letter will be sent to the Board of Directors. The ARC is granted an access easement to inspect the improvements on each Lot.

11. DURATION. The Architectural Review Committee shall be duly constituted for the entire period of duration of this Declaration.

ARTICLE 5
LAND USE REGULATIONS

1. RESIDENTIAL PURPOSES ONLY. All land included within the Property shall be used for "residential purposes" only, either for the construction of private single-family residences,

or as part of the Common Facilities; serving the Owners and residents thereof, as outlined in the Architectural Guidelines and approved by the Architectural Review Committee. Only one private single-family residence may be constructed or otherwise placed upon any one Lot. A private single-family residence may be comprised of several buildings, including, but not limited to, a garage, a pool house, a gazebo, a guest house and/or any other out-buildings ancillary to the main house, subject to the approval of the Architectural Review Committee; provided, however, that the main house must be constructed prior to any ancillary buildings. No above ground swimming pools will be allowed. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

2. ARCHITECTURE. The architectural restrictions and Architectural Guidelines for The Overlook at Bear Creek prefer styles such as: Old Texas style, Traditional Country, Old World Tuscan, & Hacienda Styles or a unique combination thereof. These architectural styles achieve a perfect balance of modern luxury combined with the simplicity of the Texas Hill Country and the old-world charm of Tuscany. The custom homes are to be crafted with modern technology and superior craftsmanship to further enhance the natural beauty of The Overlook at Bear Creek, a P.U.D. Architectural designs should make every effort to be traditional in nature, utilizing stone and stucco that blend with the natural environment.

3. STORM WATER POLLUTION PREVENTION PLAN. Prior to beginning any phase of construction on any lot in The Overlook at Bear Creek, a P.U.D., the builder or lot owner shall comply with the provisions of the Storm Water Pollution Prevention Plan mandated by the Environmental Protection Agency.

4. STORAGE OF BUILDING MATERIALS. No Building materials may be placed or stored on Lots prior to commencement of improvements. During the construction phase all building materials must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

5. CONSTRUCTION AND SALES PERIOD. During the construction and sales period of the Living Units, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to a business office, storage areas, sign, model units, and sales office. All temporary construction and sales structures shall be aesthetically compatible with the subdivision development as determined by the Committee, and may only be located within the Property for a period not exceeding two (2) years, unless written approval of the ARC is obtained, which approval will not unreasonably be withheld.

6. BUILDING MATERIALS. Architectural Guidelines have been established to create a harmonious residential community. The Guidelines have been established for items including but not limited to, exterior construction, finishes, roofing materials, roof pitch, driveways, windows, porches, paving materials and building massing. All construction must be in accordance with the Architectural Guidelines, unless otherwise approved in writing by the

Committee. The exterior walls of all residential buildings shall be constructed with rock, stucco or architecturally acceptable masonry veneer for 75% of the total exterior wall area. Brick may be used for accent purposes only. Chimneys shall be rock or stucco. Window and door openings shall be included as masonry. Detached garages shall be 75% masonry. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Review Committee.

7. ROOFING MATERIALS. Roofing shall be earthtone concrete tile, earthtone clay tile, or earthtone or galvalume standing seam metal. The Architectural Review Committee shall have the discretion to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole.

8. FENCES. Fences may be constructed along and adjacent to the property line. Yard fences will be allowed but must be the same construction as property line fences. Ranch Style fences with native cedar corner posts and line posts are the only type of fence that will be approved. See photo in the Architectural Guidelines section 4.11. No metal corner posts or "T" posts may be used on any fence. Pipe fences will not be permitted. Stone columns and decorative walls may be approved at entrance gates as accents only. The design and material of construction for any fencing must be submitted to and approved by the Architectural Review Committee prior to start of construction. All perimeter lots shall have fences constructed at rear of property line prior to completion of construction.

(a) The Architectural Review Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(b) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3 ½') tall shall be allowed in this inscribed triangle.

(c) All fences must be installed by a professional fence contractor.

(d). All perimeter fencing must not exceed 54 inches in total height. Deer proof fencing may be approved for garden areas or other special situations at the sole discretion of the ARC.

(e). Decorative Privacy fencing is allowed in a particular situations such as

screening for swimming pools, but it shall not encroach upon the back or side set-back lines.

9. DRIVEWAYS, SIDEWALKS, DECKS AND PATIO'S. All driveway approaches from the road up to the property line must be constructed of concrete and comply with all Gillespie County road access culvert requirements. All exposed culvert pipe ends must have a concrete rip rap installed. The driveway area extending from the concrete approach described above to the house may be constructed of concrete, asphalt, chip seal, or pavers and best efforts made to follow the existing contours of the site, with minimal excavation. Driveways and entry walks must be shown on the site plan submitted for approval of the Architectural Review Committee. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. No access to any lot will be allowed from any street or property, which adjoins the development. Access to each Lot in The Overlook at Bear Creek must be from the private roads within the development.

10. TEMPORARY STRUCTURES. No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn, or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. Travel trailers, campers, recreational vehicles, or similar vehicles must be parked or stored inside properly sized storage facilities or are otherwise screened from view and must not be visible from the street or other properties. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached. Sales offices and construction offices used by the Declarant or Builder Members are permitted but are subject to ARC approval as to number, type, location and ultimate use.

11. NECESSARY TEMPORARY FACILITIES. Notwithstanding the other provisions of this Article 5, Declarant reserves unto itself the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as it, in its sole discretion, may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. In addition, temporary facilities as may be necessary or convenient for construction of a residence must be approved by the ARC. Any temporary facilities used for purposes of storage of building materials or construction debris shall be placed or located in such manner that they are not visible from the Common Facilities or any part thereof and shall be allowed only during the period of residential construction. All residential construction debris shall be placed in a dumpster or contained in a job built container during construction and removed frequently.

12. RESTRICTIONS ON LOTS. All Lots in the subdivision shall be used for residential purposes or as part of the Common Area. No residential building shall remain incomplete for more than twelve (12) months after commencement of construction. Temporary use may be made of a house for a Builder Member's sales office, which shall be permitted until such house is sold, not to exceed twenty-four (24) months in total from time of completion, provided such use is approved in writing by the ARC.

13. GARAGES. A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit and shall be side loading to the main structure. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the Architectural Guidelines. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee.

14. MAXIMUM HEIGHT. No building or structure erected, altered or placed on, with or in the Properties shall exceed thirty four feet (34') in height (measured from the top of the native soil, adjacent to the foundation to the topmost part of the roof) nor be more than two and one-half (2 1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

15. MINIMUM AREA. The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

(a) If single story – 2,400 square feet of living area.

(b) If two story – 2,800 square feet of living area, with 2,400 square feet living area on the ground floor. The second floor living area cannot exceed 50% of the first floor living area.

16. BUILDING SETBACKS. All improvements, including but not limited to patios, decks, gazebos, or swimming pools shall be constructed in accordance with the building set backs as indicated below.

LOT #	FRONT SETBACK	REAR SETBACK	LEFT SETBACK	RIGHT SETBACK
1	100'	75'	25'	25'
2	100'	75'	25'	25'
3	100'	75'	25'	25'
4	100'	75'	25'	25'
5	100'	75'	25'	25'
6	100'	75'	25'	25'
7	100'	75'	25'	25'
8	100'	75'	25'	25'
9	100'	75'	25'	25'
10	100'	75'	25'	25'
11	100'	75'	25'	25'
12	100'	75'	25'	25'
13	100'	75'	25'	25'
14	100'	75'	25'	25'
15	100'	75'	25'	25'
16	100'	75'	25'	25'

17	100'	75'	25'	25'
18	100'	75'	25'	25'
19	100'	75'	25'	25'
20	100'	75'	25'	25'
21	100'	75'	25'	25'
22	100'	75'	25'	25'
23	100'	75'	25'	25'
24	100'	75'	25'	25'
25	100'	75'	25'	25'

The Architectural Review Committee may grant a variance to the foregoing setback restrictions in cases where necessary to permit a unique architectural design or to attempt to conserve native trees.

17. LOT CONSOLIDATION. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Review Committee, consolidate such Lots into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein. Any consolidated Lot shall comply with all lawful requirements of any applicable statues, ordinance or regulation. On application by any Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot, for each two Lots that are consolidated. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots, which are not consolidated.

18. LOT SUBDIVISION. No Lot may be subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded Subdivision Plat for the unit in which the Lot is located. In the event two or more Lots are consolidated into one home site, such consolidated home site may not be subdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Lots on the Subdivision Plat.

19. OUTBUILDING REQUIREMENTS. Every outbuilding, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Review Committee.

20. SIGNS. No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot without the prior written approval of the Architectural Review Committee, which shall have control over the wording, design, appearance, size, quantity, and location of all signs. Signs used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, however, only one sign will be permitted and it shall be approved by the ARC prior to installation. Signs advertising subcontractors or suppliers are specifically prohibited. This provision shall not be deemed to prohibit the posting of any signage required or recommended by the Texas Commission on Environment

Quality, any such signage to be subject to the approval of the Architectural Review Committee as to size, appearance, design and location. Nor shall this provision be deemed to prohibit the posting of any safety, advisory or warning signage or traffic control signage recommended by the Declarant or the Association; however, any such signage shall be subject to the approval of the Architectural Review Committee as to size, appearance, design and location.

21. LOT MAINTENANCE. Grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants, which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without being obligated to do so and without liability to Owner or any occupants, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

22. LANDSCAPING. All yard areas must be included in a landscape plan that must be approved by the ARC prior to construction. The distinct character of the natural landscape of the properties and use of native landscaping materials and Xeriscape are encouraged. All yards must be maintained with grass or landscaping in a neat and well-mown condition, free of unsightly weeds and overgrowth. No trees larger than six inches (6') in diameter may be removed without written ARC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES. Standards for preservation of the natural environment at The Overlook at Bear Creek, a P.U.D. will apply not only to trees and brush, but also to ground cover. Native wild grasses and wild flowers shall be preserved as the predominant ground cover.

(a) Landscaping. Landscaping is required along the front elevation of the residence at time of completion. This work shall include the restoration of all disturbed areas in front of the residence and/or any visible areas from all roads and adjoining properties. Landscape plans shall include an irrigation system where needed and must be submitted for approval.

(b) Approved Plants. The approved plants for the Lot shall be the "Recommended Species for South Texas" and the "Recommended Species for Central Texas," both as published by the National Wildflower Research Center of Austin, Texas.

(c) Protecting and Preserving Plants. Care should be taken to protect all plants within the Properties, therefore, all improvements should be sited to avoid existing trees if at all possible.

(d) Site Work. Each Owner is encouraged to be creative in the design process and to plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways where practical. Structures should be limited to the area on the site where drainage, soil and geological conditions will provide a safe foundation.

(e) Equipment. Track-mounted equipment may not be used within the Lot, as the natural appearance of the Lot would be severely damaged.

(f) Damaged Vegetation. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the Owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Architectural Review Committee at the expense of the Owner.

(g) Harmonious View. All landscaping, foundations, statuary, mailboxes, house numbers, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot and from the streets and other Common Facilities, must be harmonious and in keeping with the overall character and aesthetics of the Properties.

(h) Approvals. All landscape plans and plans submitted to the Architectural Review Committee for its approval, or disapproval, prior to the construction, alteration and/or placement of such items.

The Architectural Review Committee is empowered to establish additional landscaping guidelines, consistent with these Restrictions as authorized by Article 4.2.

23. WATER. All lot owners must provide their own private water well. There are no warranties, express or implied as to the quantity or quality of water.

24. SEWAGE. No outside toilets shall be used, constructed or permitted except during the construction of a single-family residence, during which time there must be a portable toilet on site. No installation of any kind for disposal of sewage shall be constructed or maintained which would result in untreated sewage or septic tank drainage being drained onto or into the surface of any part of the Property, or onto or into any body of water located on the Property. No means of sewage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Article 5.25 is not meant to prohibit any "gray water" systems, which are approved by the Architectural

Review Committee and all applicable governmental authorities.

25. HUNTING and FIREARMS. No hunting, including, but not limited to, bow hunting, shall take place within the Property. No rifles, shotguns, pistols or other firearms may be discharged thereon at any time.

26. VEHICLES. No trailer, motor home, boat, recreational vehicle, travel trailer, or any truck larger than a one (1) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the Lot unless they are in an enclosed structure. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway, street or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose serving such Lot. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets.

27. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. No burning of trash or brush shall be permitted within the P.U.D., except by the Declarant.

28. ANIMALS. No sheep, goats, swine, poultry, or snakes shall ever be raised, kept, bred, or harbored on any portion of the Property. Horses and cattle may be kept and maintained on the property for personal use only. Commercial operations or breeding of horses and cattle will not be allowed. There is a combined limit of 1 horse or cow for every two full acres in the Lot. Dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. All pets must be restricted to the Lots of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Lot shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Lot's property lines.

29. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or

permitted upon any Lot. No tank for the storage of oil or fluids may be maintained on any Lots above the surface of the ground.

30. COMMUNICATIONS ANTENNAE. Except where preempted by federal or state law or regulation, no microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Review Committee which shall have the authority to establish guidelines for the placement of satellite dishes and solar collectors.

31. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

32. ADVERSE CONDITIONS. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist, which will adversely affect the other Living Units or their Owners or residents.

33. EXTERIOR LIGHTING. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is visible to neighboring properties. Shrouds must be installed to conceal the bulb. Exterior site lighting should be included in the landscaping plan and submitted for review and approval by the ARC prior to installation.

34. EXTERIOR NOISE. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot without the approval of the Architectural Review Committee. Excess noise, noxious, offensive or undesirable activity shall not be permitted, which may be or become a nuisance or annoyance to the Owners of adjacent Lots or to the PUD as a whole

35. ATHLETIC FACILITIES. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Review Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision, where same would be visible from an adjoining street or Lot, without the prior written consent of the Architectural Review Committee.

36. OUTSIDE PARKING AND STORAGE. The following rules shall apply to all vehicles, watercraft and towable equipment:

(a) No boat, trailer, camping unit, recreational vehicle or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed garage or in an area adequately screened by planting or fencing, so that such item cannot be viewed from any other Lot or Common Facility, nor shall any truck, camper, recreational vehicle, boat, trailer, equipment, or machinery be parked in front of any residence for a period in excess of twenty four (24) consecutive hours. Both the Architectural Review Committee and the Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of

vehicles, equipment, and other property, both on Lots and the Common Facilities, as either may from time to time deem necessary to ensure the preservation and appearance of the Property; and such rules and regulations shall be in all respects binding on and enforceable against Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in use set forth in this Article 5.37.

(b) During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity, subject to and in accordance with the terms of this Declaration and the Architectural Guidelines.

37. HOUSE NUMBERING. House numbers identifying the address of each home must be installed to comply with all applicable governmental jurisdictions.

38. ADDITIONAL LAND USE REGULATIONS. The Association is empowered to establish additional land use regulations relating to the Property, both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Article.

ARTICLE 6
EASEMENTS

1. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All drainage on Lots must comply with the area grading plans attached as Exhibit "A" and any subsequent grading plans approved by Gillespie County and the ARC.

2. SUBDIVISION WALLS AND MONUMENTS. An easement for construction, reconstruction, repair, and maintenance of any subdivision entry walls, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a subdivision entry wall which borders the rear of any Lot in The Overlook at Bear Creek a P.U.D., shall be maintained by the

Association and the Association may landscape the strip of land outside the wall as it deems appropriate. Vegetation growing between the subdivision entry wall and the adjoining street along the side of any corner Lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner.

3. MAINTENANCE AND ACCESS EASEMENTS. There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

4. WAIVER OF LIABILITY. Neither the Declarant nor the Architectural Review Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

5. DRAINAGE EASEMENTS. Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements and original grading of Lots as shown on Exhibit "A" in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee and the Gillespie County Drainage Engineer;

(c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

6. COMPLIANCE BY OWNER. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE 7
ON SITE INSPECTION AND DISCLOSURE

1. CAVES AND SINKHOLES. Natural caves and sinkholes may occur on some of the Lots in the Property. Prior to Closing the purchase of the Lot, each prospective Lot Owner should personally inspect the Lot in which he is interested and/or obtain the services and advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes. If he completes the purchase of a Lot, such Lot Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

2. SITE IMPROVEMENTS.

(a) Each prospective Lot Owner is hereby notified that the streets in the Property are not public streets, but are private streets within a Planned Unit Development. After they have been completed and approved by Gillespie County the streets shall be conveyed to the Association. The Association shall have the responsibility for maintaining the streets. Although there is a sixty foot (60') street right-of- way indicated on the Subdivision Plat, the paved area is of variable width and generally is limited to twenty four feet (24') and the shoulders or concrete curbs generally are one and one half foot (1-1/2') in width. In order to maintain the aesthetics of a rural subdivision and the ambience of country lanes, the Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Lot Owner should carefully note the width of the paved portion of the streets and the proximity of trees to pavement. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement of the nature of the streets within the P.U.D.;

(ii) his acknowledgement of the proximity of the trees to the pavement;

(iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of driving on streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(iv) his agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules and regulations of the State of Texas (the same as if they pertained to private streets), in accordance with all posted traffic signs and warnings and rules and regulations of the Association, and in accordance with the terms of the Declaration, as it may be amended from time to time; and

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees arising out of or in connection with the streets of the P.U.D. or the location of trees within the unpaved portion of the street rights-of-way.

(b). Each prospective Lot Owner also is notified that drainage ditches, culverts and other drainage facilities within the street rights-of-way in the Property are not publicly owned, but are privately owned. Once they have been completed, the drainage facilities located within the road rights-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. Each prospective Lot Owner should carefully note the location of the drainage facilities and of any creek beds and 100-year flood plain areas. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement that the bridges, drainage ditches, culverts and other drainage features located within the street rights-of-way of the P.U.D. are not owned by a public entity, but shall be owned and maintained by the Association;

(ii) his acknowledgment that he has carefully checked the Plat of the Lot to determine if any of the Lot is affected by a creek bed or a 100-year flood plain area;

(iii) his agreement to hire a professional engineer to evaluate the siting of improvements and to design adequate surface water drainage improvements to prevent flooding;

(iv) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such bridges, drainage facilities, creek beds, 100-year flood plain areas and drainage easements and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

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

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

3. "AS IS, WHERE IS". Each prospective Lot Owner acknowledges that, other than those warranties expressly stated herein, Declarant, its officers, employees, brokers, agents and salesmen, make no warranties, express or implied, as to the condition of any Lot, the Common Facilities, nor the Property itself. Each prospective Lot Owner is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Lot and the Property as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each Lot Owner is acknowledging that he is purchasing the Lot on an "AS IS," "WHERE. IS," and "WITH ALL FAULTS" basis and is further acknowledging the following:

(a) Each Lot Owner is responsible for installing and maintaining a private water well on the Lot. All water wells must be permitted, installed and maintained in strict accordance with the Hill Country Underground Water District as well as the State of Texas rules and regulations;

(b) Each Lot Owner is responsible for installing and maintaining his own septic tank system pursuant to all applicable land use regulations, including, but not limited to, those promulgated by Gillespie County and the Texas Commission on Environmental Quality. Declarant has no obligation with respect to sewage disposal facilities;

(c) Each Lot Owner is responsible for extending electricity into his Lot from the transformer or pull-box provided.

(d) Electric service will be provided by Central Texas Electric Coop.

(e) The Association will have full responsibility for maintaining those portions of the private streets within the Property, which have been completed, such responsibility to include landscaping and to commence one year after each portion of a street has been completed. The Association also shall maintain commercial general liability insurance with coverage sufficient to adequately protect the Association, its officers, directors, employees and any Members acting on its behalf, as well as the Declarant, the members of its Board of Directors and its officers, agents, and employees from liability arising out of the construction, maintenance and/or ownership of the Common Facilities.

4. AGREEMENT . If he completes the purchase of a Lot, the Owner specifically agrees that such purchase also shall evidence the following:

(a) his acknowledgement of the existence in the Property of trees in close proximity to streets, creek beds, 100-year flood plain areas, drainage easements, bridges, culverts,

drainage facilities, caves and/or sinkholes;

(b) his agreement to accept the risk of such features for himself and his family, guests and other invitees, only to the extent, however, that the law makes such acceptance binding on his invitees without subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(c) his agreement to waive any claim that he may have, now or in the future, whether known or unknown, against Declarant, Declarant's officers, directors, contractors, employees and agents arising out of the existence within the Property of trees within the unpaved portion of street rights-of-way, creek beds, 100-year flood plain areas, drainage easements, bridges, drainage facilities, caves and/or sinkholes; and

(d) his agreement to indemnify and hold harmless Declarant, Declarant's officers, directors, contractors, employees, brokers, agents and salesmen from and against any claim that such Lot Owner or any heir or assign of such Lot Owner might bring against any of them in contravention of his agreements contained in this Article 7.4.

ARTICLE 8
ANNEXATION AND AMENDMENTS

1. ADDITION TO PROPERTY. Additional lands may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions are adjacent to the Property Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Property. In the event Declarant annexes additional property into the Association, any property shown as a detention pond, common area, easement or similar designation on the recorded plat, which is subsequently conveyed to the Association, "as-is," "with all faults," and shall be accepted and maintained by the Association

(b) Other Additions. The owner of any property who desires to add the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written

submission therefor to the Association together with the following:

(i) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(ii) The proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt, which he seeks the Association to assume;

(iii) The proponent shall state that the proposed additions, if made, will be subject to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of the total votes of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

2. DURATION. This Declaration shall remain in full force and effect until January 1, 2030, at which time, and on each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of seventy-five percent (75%) of the Lots shall file a written agreement to abandon same.

3. AMENDMENT BY DECLARANT. Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interests of the Owners, as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy.

4. AMENDMENT BY OWNERS. This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2030, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Gillespie County, Texas.

ARTICLE 9
ENFORCEMENT

1. BREACH BY OWNER. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific

performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. REMEDIES. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment thereto, or Rules and Regulations promulgated by the Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

(a) The imposition of a special charge not to exceed Five Hundred Dollars ($500.00) per violation, or

(b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to attorney's fees and court costs.

3. WRITTEN NOTICE. Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

4. LIEN AGAINST OWNER. All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

5. LIMITATIONS OF LIABILITY. Neither the Declarant, nor the Architectural Review Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications, and/or plot plans for approval or to any Owner of a Lot in the P.U.D. by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans,

specifications, plot plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

ARTICLE 10
MISCELLANEOUS

1. TITLES. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

2. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GILLESPIE COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN GILLESPIE COUNTY, TEXAS.

3. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4. OMISSIONS. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5. GENDER AND GRAMMAR. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

6. DURATION. These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the P.U.D. until January 1, 2030, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of not less than seventy-five percent (75%) of the Lots has been recorded agreeing to change said covenants in whole or in part.

7. ADDITIONAL INFORMATION. Architectural Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ARC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

EXECUTED effective the 12th day of July, 2013.

THE OVERLOOK AT BEAR CREEK, LLC,
a Texas limited liability company

By: Johnnie B. Long, Manager
Johnnie B. Long, Manager

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 12th day of July, 2013, by Johnnie B. Long, Manager of The Overlook at Bear Creek, a Texas limited liability company.

Chassity Jost
Notary Public, State of Texas

CHASSITY JOST
MY COMMISSION EXPIRES
November 9, 2015

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 12, 2013 01:22:40 PM
FEE: $139.00 20133200
DCC

BC

3 PGS 20144457
AMEND

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OVERLOOK AT BEAR CREEK

This Agreement is to serve as an amendment to the Declaration of Covenants, Conditions and Restrictions contained in a document recorded as Document No. 20133200, in the Official Public Records of Gillespie County, Texas and is to be effective as of this 21st day of May, 2014 by and between the parties set forth below being one hundred percent (100%) of the owners of the lots contained in the The Overlook at Bear Creek Subdivision in the County of Gillespie, Texas, per plat under Clerk's File # 2011010001, Volume 4, Page 168 of the Deed and Plat Records of Gillespie County, Texas.

We, the undersigned, being all of the owners of the property affected by the above described Declaration of Covenants, Conditions and Restrictions hereby make the following amendments as follows:

Article 3, Section 2, Class B. *The Class B members shall be Timeless Luxury Homes, LLC, BSH, Inc and LeStourgeon Ranch, LLC.* The remaining portion of this section shall remain unchanged.

Article 3, Section 7, Change in Basis and Maximum of Annual Assessments. 15% is hereby changed to 10% in each place it is listed in this section.

Article 5, Section 7, Roofing Materials. Earthtone 35 year dimensional shingles are hereby included as accepted roofing materials.

Article 5, Section 15, Minimum Area. Minimum area for a single story is amended to 1,600 square feet. Minimum area for a two story is amended to 2000 square feet.

Acknowledged and agreed this 21st day of May, 2014.

BSH, INC.

BY: _____
SAM SEVIER, President

TIMELESS LUXURY HOMES, LLC

BY: _____
JOHNNIE B. LONG, ~~Member~~ Manager

LESTOURGEON RANCH, LLC

BY: _____
BART LESTOURGEON, Member

SWORN TO AND SUBSCRIBED before me on this 29th day of August, 2014, by SAM SEVIER, President of BSH, INC., on behalf of said entity.

JENNIFER VALDOVINOS
Notary Public
State of Texas
My Comm. Expires 09-16-2017

_____
Notary Public, State of Texas

SWORN TO AND SUBSCRIBED before me on this 27 day of October, 2014, by JOHNNIE B. LONG, ~~Member~~ Manager of TIMELESS LUXURY HOMES, LLC, on behalf of said entity.

Heather Shea Delaney
Notary Public, State of Texas

HEATHER SHEA DELANEY
Notary Public, State of Texas
My Commission expires
June 6, 2015

SWORN TO AND SUBSCRIBED before me on this 28 day of Oct., 2014, by BART LESTOURGEON, Member of LESTOURGEON RANCH, LLC, on behalf of said entity.

T Dubois
Notary Public, State of Texas

TAMMY D. DUBOIS
Notary Public, State of Texas
My Commission expires
September 16, 2016

AFTER RECORDING RETURN TO:

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas

October 30, 2014 09:00:59 AM

FEE: $24 00 CCHEESEMAN 20144457
AMEND

9 PGS 20133199
AF

The Overlook
AT BEAR CREEK
Home Where Your Heart Is.

ARCHITECTURAL GUIDELINES

REVISED 7-12-13

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INTRODUCTION

1.1 OBJECTIVE OF THE GUIDELINES

The purpose of the Architectural Review Committee ("ARC") for The Overlook at Bear Creek is to evaluate each proposed home and site design for appropriateness. The Committee may determine what is appropriate in one situation may not be appropriate for another. Overall, the ARC encourages discretion in architectural and site design and respect for neighbors as well as the overall community.

It is the intent of The Overlook at Bear Creek and the Architectural Guidelines to preserve, protect, and enhance the natural setting herein. Each Lot in The Overlook at Bear Creek is considered unique in terms of its natural opportunities and constraints. Each residence should be placed on the site to minimize disruption of the existing environment and adjoining properties, and to preserve the natural features of each Lot. The Architectural Review Committee shall evaluate each proposed home for appropriateness to its Lot and compliance with the objectives of the Architectural Guidelines.

REVIEW AND APPROVAL PROCESS

2.1 ALL APPROVALS IN WRITING

All approvals by the ARC shall be in writing. No verbal approvals or representations by the ARC shall be valid or enforceable.

Initially the ARC will be Johnnie B. Long. This responsibility will be turned over to a committee at the developer's discretion. The ARC reserves the right to discuss and act upon an application without the applicant or a representative of the applicant being present.

2.2 VARIANCES AND APPROVALS

Because each home site is different, a variance that is granted or a home plan that is approved shall not set a precedent. All home plans are approved or rejected on a case-by-case basis at the sole discretion of the ARC.

Any variance requests to the design guidelines must be submitted in writing to the ARC. All variance approvals must also be in writing.

2.3 PLAN REVIEW

Upon receipt of ALL required documents, listed below, the ARC will respond within 30 days. The review submittal shall include two (2) copies of the following:

- Site plan to scale including: home location with dimensions to all property lines, any outbuildings, water well, septic system, utility trenching, HVAC units, any cuts required, retaining walls, and driveway location
- All home elevations and floor plans, a list of exterior paint colors, roof type and color, window type and color, stone and/or stucco color.
- Plan Review fee of $300.00
- Owner and Builder must both sign the "Compliance Fee Agreement" and deposit with the Association a $1,500.00 Compliance Deposit

2.4 COMMENCEMENT AND INSPECTIONS

A dumpster and port-o-potty must be on site in order to commence construction. Commencement occurs when forms are set for the foundation.

During the construction phase, the ARC or an appointed agent will perform periodic inspections to ensure compliance with the approved plans, exterior materials and colors, and a clean jobsite at all times.

A final inspection will be done at the completion of the home to ensure compliance with the approved plans and to verify all construction debris has been removed.

2.5 FORM SURVEY

A form survey is required for all home construction. The survey shall be at Builders/Property Owners expense and prepared and sealed by a Registered Land Surveyor. The survey must be submitted for written approval by the ARC PRIOR to pouring the foundation.

2.6 CHANGES

During construction, no changes in the plans, exterior materials or colors previously approved by the ARC may be undertaken without prior written approval from the ARC.

Once the residence is completed, no exterior alterations including, but not limited to, colors, materials, additions or deletions shall be undertaken which will result in changes, visible or apparent, to the exterior appearance without prior written approval from the ARC.

2.7 MODIFICATION AND ENFORCEMENT

The ARC may at any time, in its sole discretion, amend these guidelines. As the ARC reviews plans, it is inevitable that unforeseen situations will require amendments to these guidelines. Every effort will be made to notify owners of these changes; however, it is ultimately the owner's responsibility to obtain the latest guidelines

The ARC shall have the right to enforce all terms and provisions of these guidelines. The rights of enforcement are more specifically spelled out in the *Declaration of Covenants, Conditions and Restrictions for The Overlook at Bear Creek Planned Unit Development and The Overlook at Bear Creek Community Association.*

SITE DESIGN GUIDELINES

3.1 DRIVEWAYS

Driveway culverts and approaches must comply with Gillespie County Road Access rules, or the Overlook at Bear Creek Civil Engineers guidelines, whichever is stricter. All driveway approaches (from the subdivision road to the property line) must be concrete with concrete rip raps on all culvert ends. The driveway extending from the property line to the home must be constructed of concrete, masonry pavers, asphalt, chip-seal, crushed granite, or a combination thereof may be used. Standard road base is not an acceptable driveway finish.

3.2 BUILDING SETBACKS

All lots have the following minimum building setbacks: front and rear building setbacks of 100' and side setbacks of 25'.

3.3 WATER WELLS AND SEPTIC SYSTEMS

All water wells must be properly permitted by the Hill Country Underground Water District and/or any other governing agency. Under no circumstances may any well be drilled within 75 feet of a property line or in any location in which the 75' radius well sanitation easement encroaches on any adjoining property.
All septic systems must be engineered, permitted, inspected and maintained according to Gillespie County regulations.

ARCHITECTURAL GUIDELINES

4.1 HOME SIZE

Single story homes must contain at least 1,500 square feet of living area. Two story homes must contain at least 1,800 square feet of living area with a minimum of 1,500 on the first level.

4.2 BUILDING HEIGHT

The maximum building height shall be no more than thirty four (34') feet measured from natural grade at a point directly beneath the highest point of the roof. An architectural feature such as a tower or balcony can exceed the height restrictions with written approval of the ARC. Satellite dishes or other antennas must not exceed the same 30' height mentioned above.

4.3 BUILDING MATERIALS

All homes shall be fully constructed on site with new materials. No modular home or manufactured home shall be placed, erected, constructed, or permitted within the development.

Homes shall be constructed using masonry (ie. Stone, brick, stucco) to cover a minimum of 75% of the exterior surface area of the home (window and door openings shall be included as masonry). Vinyl and/or aluminum siding are prohibited.

All exposed foundations must be covered with masonry to match the masonry on that elevation of the home to within 24" of finished grade.

4.4 COLORS

Exterior colors for the home (whether stone, stucco, or siding) should be compatible with the surrounding native landscape. Exterior colors should be limited to earthtone or muted colors. Accent colors are permitted as long as, in the opinion of the ARC, the accent does not overwhelm the building's basic color or create a visual distraction from the street, adjacent Lot, or Common Facilities.

4.5 ROOFS

Roofs may be constructed with only the following materials: earthtone or galvalume standing seam metal, concrete tile, clay tile, or slate tile.

4.6 WINDOWS

All windows shall be of wood, vinyl, or aluminum construction.

4.7 GARAGES AND GARAGE DOORS

Each home shall have a garage (whether attached or detached) to accommodate at least 2 vehicles. If detached, this garage must be constructed simultaneously with the home and shall match the exterior of the home. Garages shall not take up a disproportionate amount of space in a home or compared to the home if detached. Garages may not be converted into indoor uses such as dens, recreation rooms, family rooms, etc., unless a replacement garage is constructed and prior written approval from the ARC has been obtained.

4.8 HVAC UNITS, POOL EQUIPMENT AND OTHER STRUCTURES

All HVAC units and pool equipment shall be screened from the view of the street and neighboring residences.

Other structures, such as, but not limited to, barns, sheds, guest cottages, in-law cottages, tennis courts, sport courts shall be submitted per the design guidelines and approved by the ARC prior to construction. In any case, these outbuildings must be built simultaneously with or subsequent to the main house.

4.9 FENCING

Only Ranch style fences with native peeled cedar posts and cedar stays will be permitted (see example below). Perimeter fences shall not exceed 4'-6" in height. Deer proof fences around the perimeter of any lot are not permitted. Deer proof fences with same construction as below may be built to protect a small garden areas only but must be approved by the ARC prior to construction.



4.10 SWIMMING POOL AND SPAS

Proposed pool plans must be drawn on a copy of the previously approved site plan. The plan shall include all improvements, pool equipment location and screening, decking, retaining walls, etc. Above ground pools are prohibited. Exposed foundations of any pool foundation, pool skirting or patio foundation must be constructed of the same masonry material as the single family residence constructed on the lot.

4.11 SIGNS

Only one (1) sign may be erected on each lot during construction and for 30 days after. Signs should not exceed 42" x 42" and cannot be lighted. Homeowners wishing to sell their property may erect 1 realtor sign with the same size requirements as above.

4.12 EXTERIOR LIGHTING

All exterior lighting shall have a shroud to cover the bulb and direct the light downward ("dark sky" compliant) so that the bulb may not be visible from the street or any other property within the development.

CONSTRUCTION GUIDELINES

These construction guidelines are intended to ensure that the natural environment is not damaged and that neighboring residents are not unduly disturbed during the construction process. The owner and the builder shall be bound by these guidelines. The ARC recommends that the owner incorporate these into the builder contract.

5.1 COMPLIANCE DEPOSITS

The ARC will require each Owner to submit the $1,500.00 Compliance Deposit (as specified in section 2.5) simultaneously with the final plans, to be held in a non-interest bearing account as security against any damages caused to the Association's common areas, streets or adjacent properties, and to ensure a clean job site at all times. The Owner must maintain a minimum balance of $1,500.00 in the account throughout the construction of the home. If any charges are assessed against the account by the ARC, which it may do at its sole discretion, the Owner must replenish the account to the minimum balance within 3 days of notice. The minimum balance requirement is not a limitation of liability and each Owner shall be responsible for damage to the common area whether more or less than the deposit.

Upon completion of the home as per the approved plans and specifications, a final inspection will be performed by the ARC. Provided that no damage to the common areas, streets or adjacent properties remains unremedied and the jobsite has been properly cleaned of any construction debris, the Compliance Deposit or any balance thereof will be returned to the Owner.

5.2 CONSTRUCTION ENTRY

A stabilized construction entrance is required for each construction site. This reduces the amount of mud, dust and other debris tracked onto the streets. The entry must be installed prior to commencement of construction.

5.3 SANITARY FACILITIES

Each builder shall be responsible for providing and maintaining adequate sanitary facilities for its construction workers. Portable toilets shall be located inside the building setbacks and must be cleaned weekly.

5.4 VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use, other building sites or open spaces. Parking is not permitted on the streets, within the road easement, or on any grass or natural vegetation.

5.5 DEBRIS AND TRASH REMOVAL

Builders must provide a dumpster or other approved container for debris at all times during construction. All trash and construction debris must be cleaned regularly. If a clean site is not maintained by the builder or any sub-contractors, the ARC may assess a fine against the compliance deposit and/or clean the jobsite and charge the compliance deposit as follows: clean up costs will be a minimum of $100.00 per man hour plus any equipment rental costs.

The street in front of the home must be kept clean on a regular basis.

5.6 NOISE AND GENERAL NUISANCE

Radios and/or any music must be restrained so as not to be heard from adjacent home sites or roads.

Dogs or other pets are not permitted on jobsites during construction.

Blasting is not allowed.

EXECUTED effective the ~~11th~~ 12th day of ~~January, 2011~~ July, 2013.

THE OVERLOOK AT BEAR CREEK, LLC,
a Texas limited liability company

By: _____
Johnnie B. Long, Manager

STATE OF TEXAS §
§
COUNTY OF ~~BEXAR~~ Gillespie §

This instrument was acknowledged before me on the 12th day of ~~January, 2011,~~ July, 2013 by Johnnie B. Long, Manager of The Overlook at Bear Creek, a Texas limited liability company.

_____
Notary Public, State of Texas

CHASSITY JOST
MY COMMISSION EXPIRES
November 9, 2015

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 IH-10 West
San Antonio, Texas 78201-2851

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 12, 2013 01:22:40 PM

BC FEE: $43.00
AF

20133199