MARIALYCE DITTMAR **TO** **THE PUBLIC**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

THAT WHEREAS, MARIALYCE DITTMAR herein called "Declarant", is the record owner of the following described tract of land:

138.30 acresl of land being part of that 216 acres, more or less, tract described in conveyance to Douglas Dittmar, et ux, by Emma Beyer, dated May 1, 1971, found of record in Volume 99, Page 808 of the Deed Records of Gillespie County, Texas. 138.30 acres of land is more particularly described on EXHIBIT "A", "B", and "C" attached hereto and made a part hereof for all pertinent purpose; (hereinafter referred to as the "Property"); and

WHEREAS, Declarant will hold, sell and convey the above-described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter, set forth:

NOW, THEREFORE, it is hereby declared that all of the above-referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the land and shall be binding on the Declarant and all parties having a right, title or interest in or to the above-described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said Property , or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this

instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

Definitions

1.01 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above-described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02 "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

Restrictions, Covenants, and Conditions

1. The property shall be used only for agriculture, single-family residential and within 300 feet of Highway 1631 the following uses: Bed and Breakfast or activities consistent with the City of Fredericksburg C1 or C2 zoning at the time of construction. Special use provisions or exceptions are not allowed.

   No shooting ranges, mobile homes, multifamily housing, wrecking yards or slavage yards are allowed on any track.

   Building set back lines are a minimum of 50 feet from the property line.

   No hunting is allowed on any tract less than 40 acres.

2. Poultry or swine shall not be kept on any tract. Other livestock shall be permitted only if said livestock is kept within the boundaries of said tract at all times. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e.: cow/calf operation) shall not be considered commercial breeding of animals. Dog, cats and other household pets may be kept on any lot provided they are kept in a clean and sanitary manner and are not kept, bred or maintained for any commercial purpose. No more that two (2) dogs may be sheltered or kept upon any lot at any time. Pets must at all times be kept within the boundaries of said lot.

3. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of any property in said property. Garbage or refuse shall not be buried on any tract.

III.

General Provisions

3.01 Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Invalidation of anyone of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

3.03 The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by any Owner of any Tract subject to this instrument, and such Owner's respective legal representatives, heirs, successors and assigns.

EXECUTED this 28th day of ~~June~~ July, 2005.

Marialyce Dittmar
MARIALYCE DITTMAR

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 28th day of July, 2005, by MARIALYCE DITTMAR.

CARISSA BERTELSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/23/2006

Carissa Bertelson
Notary Public, State of Texas

EXHIBIT "A"

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

(west part)

Field notes of a survey of 46.1 acres, more or less, of land made at the request of Marialyce Dittmar. Said land is situated in Gillespie County, Texas, being part of the Juana Isidora Leal Survey No. 30, Abstract No. 386, and being part of that 216 acre, more or less, tract described in a conveyance to Douglas Dittmar, et ux, by Emma Beyer, dated May 1, 1971, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground.

Said 46.1 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 4 inch dia. steel pipe post found set in fence along the eastern boundary of that 729.42 acre, more or less, tract described of record in Volume 398, page 397 of the Real Property Records of Gillespie County, Texas, for the W.N.W. corner of that 216 acre, more or less, tract described in said conveyance to Douglas Dittmar, et ux, by Emma Beyer, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, for the W.N.W. corner of this tract of land;

THENCE with fence along the N.W. boundary of said 216 acre tract as follows:

S. 86 deg. 50 min. E. 333.8 feet to a 4 inch dia. pipe post;
N. 0 deg. 13 min. E. 536.4 feet to a ½ inch dia. steel bar found set at a corner post, for the S.W. corner of that 26.42 acre tract described of record in Volume 337, page 794 of said Real Property Records, for the N.N.W. corner of said 216 acre tract, for the N.N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 216 acre tract, S. 87 deg. 04 min. E. 476.3 feet to a ½ inch dia. steel bar set, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 20 min. W. 2546.8 feet to a ½ inch dia. steel bar set in the north right-of-way line of R.M. Highway No. 1631, for the S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1631 as follows:

S. 70 deg. 25 min. 30 sec. W. 654.0 feet to a concrete monument;
With the arc of a curve to the left, having a radius of 11,499.2 feet and a

(continued on page 2)

central angle of 1 deg. 01 min. 20 sec., in a southwesterly direction, a distance of 205.1 feet (LC brs. S. 69 deg. 46 min. W. 205.1 feet) to a point at a 4 inch dia. pipe post, for the S.W. corner of said 216 acre tract, for the S.W. corner of this tract of land;

THENCE with fence, N. 0 deg. 18 min. 15 sec. E. 2343.2 feet to the place of beginning.

Survey completed March 22, 2005 Plat & Field Notes

Charles E. Ottmers
Reg. Prof. Land Surveyor



EXHIBIT "B"

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

(Mid tract)

Field notes of a survey of 46.1 acres, more or less, of land made at the request of Marialyce Dittmar. Said land is situated in Gillespie County, Texas, being part of the Juana Isidora Leal Survey No. 30, Abstract No. 386, and being part of that 216 acre, more or less, tract described in a conveyance to Douglas Dittmar, et ux, by Emma Beyer, dated May 1, 1971, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground.

Said 46.1 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch dia. steel bar set in fence along the south line of that 26.42 acre tract described of record in Volume 337, page 794 of the Real Property Records of Gillespie County, Texas, 476.3 feet S. 87 deg. 04 min. E. from a ½ inch dia. steel bar found set at a fence corner for the N.N.W. corner of that 216 acre, more or less, tract described in said conveyance to Douglas Dittmar, et ux, by Emma Beyer, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, for the N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 216 acre tract as follows:

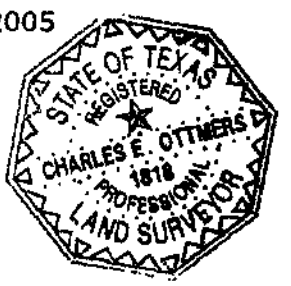
S. 87 deg. 45 min. E. 480.5 feet to a RR tie corner post, for the S.E. corner of said 26.42 acre tract, for the S.W. corner of a 26.4 acre tract described of record in Volume 115, page 571 of the Deed Records of Gillespie County, Texas;
S. 88 deg. 35 min. E. 364.9 feet to a ½ inch dia. steel bar set, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 20 min. W. 2217.6 feet to a ½ inch dia. steel bar set in the north right-of-way line of R.M. Highway No. 1631, for the S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1631, S. 70 deg. 25 min. 30 sec. W. 898.8 feet to a ½ inch dia. steel bar set, for the S.W. corner of this tract of land;

THENCE N. 0 deg. 20 min. E. 2546.8 feet to the place of beginning.

Survey completed March 22, 2005
Charles E. Ottmers
Reg. Prof. Land Surveyor



Plat & Field Notes

EXHIBIT "C"

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

(east tract)

Field notes of a survey of 46.1 acres, more or less, of land made at the request of Marialyce Dittmar. Said land is situated in Gillespie County, Texas, being part of the Juana Isidora Leal Survey No. 30, Abstract No. 386, and being part of that 216 acre, more or less, tract described in a conveyance to Douglas Dittmar, et ux, by Emma Beyer, dated May 1, 1971, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground.

Said 46.1 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 9 inch dia. pine post found set in fence along the north boundary of that 216 acre, more or less, tract described in said conveyance to Douglas Dittmar, et ux, by Emma Beyer, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, for the N.W. corner of that 25.92 acre Tract 1 described of record in Volume 122, page 418 of the Deed Records of Gillespie County, Texas, for the N.E. corner of this tract of land;

THENCE with fence along the west boundary of said 25.92 acre tract, S. 0 deg. 20 min. W. 1847.6 feet to a point at a corner post found set in the north right-of-way line of R.M. Highway No. 1631, for the S.W. corner of said 25.92 acre tract, for the S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1631, as follows:

With the arc of a curve to the left, having a radius of 11,499.2 feet and a central angle of 0 deg. 57 min., in a westerly direction, a distance of 190.6 feet (LC brs. S. 70 deg. 54 min. W. 190.6 feet) to a concrete monument;
S. 70 deg. 25 min. 30 sec. W. 862.2 feet to a ½ inch dia. steel bar set, for the S.W. corner of this tract of land;

THENCE N. 0 deg. 20 min. E. 2217.6 feet to a ½ inch dia. steel bar set in fence along the north boundary of said 216 acre tract, for the N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 216 acre tract and along the south boundary of 26.4 acre tracts described of record in Volume 115, page 571 of said Deed Records as follows:

S. 88 deg. 43 min. E.. 307.7 feet to a ½ inch dia steel bar found set;
S. 89 deg. 00 min. E. 682.8 feet to the place of beginning.

Survey completed March 22, 2005 Plat & Field Notes

Charles E. Ottmers
Reg. Prof. Land Surveyor



1 c GWS

FILED
AT 12:40 O'CLOCK P M
ON THE 29th DAY OF July
A.D 2005.

MARY LYNN RUSCHE
COUNTY CLERK
GILLESPIE COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF GILLESPIE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Gillespie County, Texas.

VOL. 611 PAGES 44-52
RECORDED 8-1-2005
MARY LYNN RUSCHE
County Clerk
Gillespie County, Texas
BY: Betty Crenwelge DEPUTY

40 pgs
DCC
20224312

THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ORCHARD SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

WHEREAS, the Grapetown Land and Development, LLC, as Declarant filed the Declaration of Covenants, Conditions, and Restrictions of the Orchard Subdivision (the "Declaration") on or about May 29, 2008 as Document No. 20083139 of the Official Public records of Gillespie County, Texas;

WHEREAS, the Grapetown Land and Development, LLC, as Declarant filed the First Amendment to Declaration of Covenants, Conditions, and Restrictions of the Orchard Subdivision (the "First Amended Declaration") on or about April 15, 2011 as Document No. 20111503 of the Official Public records of Gillespie County, Texas;

WHEREAS, Rock Ridge FBG, LLC, was the successor to all rights, title, interests and obligations of Grapetown Land and Development, LLC, as Declarant of the Orchard Subdivision;

WHEREAS, Rock Ridge FBG, LLC, assigned its' rights as Declarant of the Orchard Subdivision to 711 ECR 102, LLC, via an Assignment and Assumption of Declarant Rights filed on or about December 15, 2021 as Document No. 20219842 in the Official Public Records of Gillespie County, Texas;

WHEREAS, Rock Ridge FBG, LLC, as Declarant filed the Second Amendment to Declaration of Covenants, Conditions, and Restrictions of the Orchard Subdivision (the "Second Amended Declaration") on or about December 16, 2021 as Document No. 20219840 of the Official Public records of Gillespie County, Texas;

WHEREAS, 711 ECR 102, LLC, assigned its' rights as Declarant of the Orchard Subdivision to 10-8 Properties, LLC, via an Assignment and Assumption of Declarant Rights filed on or about ~~June 14~~ May 2, 2022 as Document No. 2022 3242 in the Official Public Records of Gillespie County, Texas;

NOW, THEREFORE, 10-8 Properties, LLC, a Texas 'Limited Liability Company ("Declarant"), being the owner of that certain subdivision known as THE ORCHARD SUBDIVISION (hereinafter referred to as the "Subdivision"), according to the plat of said subdivision as recorded in Volume 4, Page 56, of the Plat Records of Gillespie County, Texas, and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, which easements, restrictions, covenants and conditions shall be binding on all parties

having a right, title or interest in or to the above described Subdivision or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants:

ARTICLE I.

DEFINITIONS

"Association" shall mean and refer to Owners Association of the Orchard, Inc. (a Texas non-profit corporation), its successors and assigns.

"ARC" shall mean the Architectural Review Committee as referred to in Article IX, hereof.

"Common Area" shall mean all real property (including the Improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Subdivision and/or the Owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: streets, street medians, sidewalks, entryway Improvements, landscaping, greenbelt areas, lighting, entrance signs, entrance gates, walls, bridges, and other similar or appurtenant improvements. Without limiting the generality of the foregoing, the term "Common Area" shall also include the Roadway (as defined in Article III), the Greenbelt (as defined in Article V), and the Irrigation Well and related Lines and Facilities (as defined in Article V).

"Declarant" shall mean and refer to 10-8 PROPERTIES, LLC, its successors and assigns (but only to the extent the rights and duties of Declarant hereunder are expressly conveyed by Declarant to and expressly assumed by any such successors and assigns). The conveyance of Lots subject to this Declaration shall not be deemed a conveyance of Declarant's rights or assumption of Declarant's duties hereunder.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Improvement" or **"Improvements"** shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, barns, carports, fences, pens, well houses, entryways, gates, exterior lighting, mailboxes, flag poles, recreation areas, utility installations (including, without limitation, water, telephone, electric, satellite, propane gas tanks and systems, and septic tanks and systems), driveways, and any exterior additions, including any changes or alterations thereto. The term "Improvement" shall also mean all exterior sculptures and other artwork to the extent the ARC determines, in its sole discretion, that such sculpture and artwork are visible and notable features of a Lot.

"Lot" shall mean and refer to any plot of land shown upon the Plat, with the exception of any plot designated on the Plat as a Common Area.

"Member" shall mean and refer to an Owner who is a member of the Association as provided for below.

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

"Plat" shall mean and refer to the map or plat of the Subdivision recorded in Volume 4, Page 56, of the Plat Records of Gillespie County, Texas, as such plat may be modified and amended from time to time.

"Property" or **"Subdivision"** shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as "The Orchard Subdivision", according to the Plat, and any additional property that may be made subject to this Declaration pursuant to Article II hereof.

"Single Family Dwelling" shall mean and refer to any Improvement on a Lot which is designed and intended for use and occupancy as a residence by one individual, by a single family, or by individuals (whether or not related) who are maintaining a common household.

ARTICLE II

ADDITION OR WITHDRAWAL OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Gillespie County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added land;

(c) A legal description of the added land; and

(d) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE III.

DEDICATION OF ROADWAY/RESERVATION OF RIGHTS

Section I. Dedication of Roadway. Declarant hereby dedicates the roadway ("Roadway") shown on the Plat and described on Exhibit A attached hereto and fully incorporated herein by reference, for the common use of all Owners, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadway, together with free ingress, egress and regress, over and across the same, at all times and

seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

NOTICE: ALL STREETS AND ROADWAYS OF THE SUBDIVISION SHALL BE PRIVATELY MAINTAINED BY THE ASSOCIATION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STREETS AND ROADWAYS. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE STREETS AND ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

ARTICLE IV.

EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and Declarant's successor and/or assigns, perpetual easements (the "Utility Easements") for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within (i) ten (10) feet of the rear, front and side boundary lines of all Lots, (ii) the Roadway, and (iii) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace utility lines, systems and equipment thereon. The Utility Easements include the right of anchoring any support cables or other devices outside such easement areas when deemed necessary to support equipment and the right to install wires and/or cables over some

portions of the Lots not within the easement areas so long as such items do not prevent the construction of buildings on any of the Lots. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement areas within each Lot and all Improvements within it shall be maintained by the Owner of the Lot, except as otherwise provided in this Declaration and except for those Improvements for which an authority or utility provider is responsible. Utility providers shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right to ingress to, and egress from, easement areas, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, operation or maintenance of utilities. Declarant shall have the right, without the necessity of joinder by the Association or any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Easements Shown on Plat. All dedications, limitations, restrictions and reservations shown on the Plat, and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, 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 any part of the Property.

Section 3. Access Easements. Declarant hereby reserves for itself and its successors and assigns, and the Association is hereby granted, a non-exclusive right of access to and easement across all Lots for purposes of exercising their respective rights or performing their respective duties under these Declarations (including, without limitation, any rights or duties of maintenance or repair).

Section 4. No Liability for Damage to Improvements. Declarant shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers), landscaping or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or

facilities in any such easement area. A provider of utility services shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers), landscaping, or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area, except to the extent liability or obligation to repair any such damage arises out of this Declaration, or any federal, state or local statutes, ordinances, rules or regulations, or the custom and practice of such utility provider. Prior to the construction of any utilities on a developed lot ("developed lot" shall mean any Lot which has a Single Family Dwelling constructed thereon), Declarant and the Association reserve the right to require that the utility provider pay for the cost of repairing the easement area to the same condition as it was prior to construction.

Section 5. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the easements described in this Article IV for the purpose of more efficiently and economically installing any Improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity to:

(i) grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate; and

(ii) execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all instruments and documents that may be required by any provider of such utilities.

ARTICLE V.

COMMON AREAS

Section 1. Common Areas. The initial Common Areas are the Roadway, the Greenbelt areas (the "Greenbelt") shown on the Plat, any medians, the entry to the Subdivision, and any Improvements that may be constructed thereon or in connection therewith. The initial Common Areas also include the "Irrigation Well", and related "Lines and Facilities" described in Section 2

below. The Declarant reserves the right to create other Common Areas from time to time out of property owned by Declarant. Until Turnover (as defined in Article VII, Section 2 below), title to or other rights and interests (including, without limitation, easements) comprising the Common Areas shall be owned by Declarant. Upon Turnover, Declarant shall convey such title and other rights and interests to the Common Areas to the Association at no cost to the Association. Notwithstanding the above, Declarant may convey such title and other rights and interests to the Common Areas (or any part thereof) to the Association prior to Turnover, at any time Declarant may desire, in Declarant's sole discretion.

Section 2. Irrigation Well. There currently exists upon Lot 2 two water wells - one well on the northwest side of Lot 2 approximately 75.30 feet from the common boundary line between Lot 2 and Lot 3 (the "Lot 2 Well") and another well on the northeast side of Lot 2 that is currently equipped and supplied with electricity (the "Irrigation Well"). Declarant hereby reserves the free, perpetual and exclusive right to use, possess and enjoy the Irrigation Well (including a tract of land 10 feet by 10 feet with the center point being the center point of the Irrigation Well, such tract of land being included in the term "Irrigation Well" for purposes of this Section), and all water produced from such Irrigation Well; and title to Lot 2 conveyed by Declarant by contract, deed or other conveyance shall be subject to exclusive rights of Declarant hereunder. Declarant further reserves (i) the free, perpetual and exclusive right, privilege and easement on, over and across Lot 2 to install electric lines, water lines, meters, pressure tanks, pumps, a well house, and other equipment and facilities (the "Lines and Facilities") as Declarant may deem reasonable and appropriate in order to use the Irrigation Well to provide water to irrigate the landscaping in the Common Areas, and (ii) the free, perpetual and exclusive right, privilege and easement over and across Lot 2 for ingress and egress to the Irrigation Well and the Lines and Facilities in order to maintain, repair, replace or take any reasonable action regarding the Irrigation Well, Lines and Facilities. The Declarant shall have the right to enter upon Lot 2 at any time to repair or maintain the Irrigation Well, Line and Facilities; provided that, except in the case of emergency repairs, 'the Owner of Lot 2 shall be given at least 24 hours prior notice. Any damage caused to Lot 2 in connection with the exercise of Declarant's rights herein shall be remediated at Declarant's sole expense. Declarant shall restore Lot 2 to a substantially similar condition that existed prior to the occurrence of any damage. The rights and easements of Declarant shall be exclusive and Owner shall not have any right to use, possess and enjoy the Irrigation Well, or to use any water produced

by such well, or to connect to any water lines or other Lines and Facilities. The Owner of Lot 2 shall not construct any landscaping, fences, buildings or other Improvements, or take any other action, that hinders Declarant's access to the Irrigation Well, the use, possession and enjoyment thereof, and/or the free exercise of the rights and easements reserved by Declarant and Declarant's successors and assigned hereunder. The rights and easements set forth in this Section with respect to the Irrigation Well, Lines and Facilities, shall be covenants running with Common Areas, and shall be binding and enforceable against the Owner of Lot 2, and such Owner's heirs, successors and assigns of any portion of Lot 2, forever. The Declarant shall have the right, at any time prior to Declarant's conveyance of Lot 2 to another Owner, to more specifically locate the Irrigation Well and/or any of the easements described herein by filing an instrument of record containing more specific descriptions of the location of the Irrigation Well and/or such easements. The Declarant shall have the right, exercisable at any time prior to Turnover, to limit, release or abandon any of the rights reserved by Declarant under this Section. From and after Turnover, the Association, and the Association's successors and assigns, shall have all the rights to the Irrigation Well reserved herein to the Declarant.

Section 3. Reservation of Right to Construct Improvements. Until Turnover (as hereinafter defined), Declarant and the Association shall have the exclusive right to construct Improvements in the Common Areas, including, without limitation, the right to construct a road along the Roadway, the right to landscape the Greenbelt, and the right to construct and install Lines and Facilities with respect to the Irrigation Well and the irrigation of the Common Areas. From and after Turnover, the Association, and the Association's successors and assigns, shall have the exclusive right to construct Improvements in the Common Areas.

Section 4. Maintenance of Common Areas. The Association shall have the exclusive right to repair, replace and maintain the Common Areas, including, without limitation, the Roadway, the Greenbelt and the Irrigation Well.

ARTICLE VI.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Roadway and any other Common Areas (other than the Irrigation Well

and related Lines and Facilities), which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge fees for the repair and maintenance of the Roadway, the Irrigation Well and related Lines and Facilities, and any other Common Areas, collect all dues, fines, assessments, reimbursements, and/or other fees or charges of any sort provided for in this Declaration, and enforce collection of any such dues, fines, assessments, reimbursements, and/or other fees or charges in the accordance with any and all terms, conditions or rights set forth in this Declaration;

(b) the right of Association (i) to enforce any and all rules and regulations which are a part of this Declaration or which are adopted by the Association or the ARC pursuant to the authority granted to the Association or the ARC by these Declarations, and (ii) to make and adopt rules and regulations regarding participation in Association activities or the use of the Common Areas, or otherwise related to its purpose; and

(c) the right of the ARC to make and adopt rules and regulations related to its purpose.

ARTICLE VII.

PROPERTY OWNER'S ASSOCIATION AND COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Membership and Voting. Declarant shall take all steps necessary to create the Association, to which Association the Declarant may assign or delegate on a permanent or temporary basis one or more of the rights, powers, obligations and duties of the Declarant under this Declaration. Every Owner of a Lot within the Property shall be a member of the Association.

The Association shall have two classes of voting membership.

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

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

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

Section 2. Turnover.

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

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

(c) Declarant shall give the Owners written notice of the Turnover (the "Turnover Notice") at least thirty (30) days prior to the effective date of such Turnover. The Turnover Notice shall state the effective date of the Turnover (the "Turnover Date"). In addition, the Turnover

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

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

(e) Upon written request made by Declarant to the Association, which request may be made at any time after the date hereof, the Association shall obtain and maintain in effect at all times, at the Association's expense, Commercial General Liability Insurance with limits of liability reasonably acceptable to Declarant, but not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate single limit; such insurance (i) to include coverage insuring against liability arising out of or related to the operation of the Association, and the development, operation and maintenance of the Subdivision, including, without limitation, the Roadway and any other Common Areas, (ii) to name Declarant as an additional insured, and (iii) to be issued by an insurance company reasonably acceptable to Declarant. The Association shall, not later than ten (10) days after the date of Declarant's request for such liability coverage, provide Declarant with

a certificate of insurance providing for the insurance coverage required hereby. The Association shall not cancel any insurance policy obtained in accordance herewith without giving Declarant at least thirty (30) days prior written notice. The Association shall maintain such liability insurance until the later of (a) the date all of the Common Areas are turned over to the Association, (b) the date management of the Association has been turned over to the Owners, or (c) the date Declarant no longer owns any interest in any part of the Subdivision.

Section 3. Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments.

(a) Each Owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments, which may be established and collected as hereinafter provided.

(b) The annual and special assessments, together with interest, costs, and reasonable administrative fees and attorney's fees, 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 interest, costs, and reasonable administrative fees and attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall pass to any successors or assigns in title.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or Owners of the Property, for the improvement and maintenance of the Common Areas (including, without limitation, the Roadway, the Irrigation Well and related Lines and Facilities, and the Greenbelt), for the enforcement of the covenants, conditions and restrictions contained in this Declaration, and for the general and administrative expenses of the Association. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of Common Areas and Improvements thereon, cost of trash and debris clean-up, street

and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in Declarant's or Association's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the Subdivision and its appearance, shall be the responsibility of the Association and shall be paid out of assessments.

Section 5. Initial Annual Assessment. Until adjusted in accordance herewith, the maximum annual assessments shall be as follows:

* Class A Members: $550.00 per individual Lot owned; and

* Class B Members: $ 10.00 per individual Lot owned.

(a) From and after January 1 of the calendar year immediately following the first conveyance of a Lot to an Owner, the maximum Class A annual assessment (a) may be increased each year by the Board of Directors not more than 15% above the maximum assessment for the previous year without a vote of membership; and (b) may be increased each year by more than 15% above the maximum assessment for the previous year if such increase is approved by the Board of Directors and by a vote of more than two thirds (2/3) of the votes that may be cast by the members represented in person or by proxy at a meeting duly called for such purpose.

(b) The Board of Directors may fix the Class A annual assessment at an amount not in excess of the maximum Class A annual assessment, as such maximum Class A annual assessment may be increased from time to time as provided for above.

(c) In no event will the maximum Class B annual assessments stated above be altered or adjusted.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy special assessments from time to time for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of any capital improvements upon or which are a part of the Common Areas, the cost of acquisition, repair

or replacement of any fixtures and personal property used by or benefiting the Association or the Subdivision, and/or for carrying out any other purposes of the Association as stated herein or in the Association's organizational documents, as they may be amended from time to time. In order for the Board of Directors of the Association to levy a special assessment in accordance herewith, such special assessment must be approved by a vote of more than two thirds (2/3) of the votes that may be cast by the members represented in person or by proxy at a meeting duly called for such purpose.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 above shall be sent to all members not less than 10 days nor more than 60 days in advance of any meeting. For a vote of owners not taken at a meeting, notice shall be given to all members not later than twenty (20) days before the latest date on which a ballot may be submitted to be counted. At the first such meeting called, the presence of members or proxies entitled to cast sixty seven percent (67%) of all the votes of the membership of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 90 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all Lots owned by Class A Members, and a uniform rate for all Lots owned by Class B Members, and may be collected on a monthly or quarterly basis in lieu of annually. This decision may be made by Declarant until "Turnover" occurs, and thereafter may be made by the Board of Directors.

Section 9. Date of Commencement of Annual Assessments. The annual assessment period shall be a calendar year. Annual assessments shall commence on the date of this Declaration (the "Assessment Commencement Date"). With respect to the initial sale of a Lot occurring after the Assessment Commencement Date, the buyer may be assessed at the closing of such sale for a prorated amount of the annual assessment attributable to such Lot as if such Lot had been assessed

at the Class A annual assessment rate at all times during such annual assessment period, such prorated amount to be determined based upon the number of days remaining in such annual assessment period after such closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least ten (10) days in advance of eachannual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 10. Assessment Due Date. All assessments (whether annual or special) shall be due and payable in advance upon receipt of the bill for such assessment sent by the Association.

Section 11. Certification Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 12. Reimbursement of Declarant. Notwithstanding any other terms or conditions set forth in this Declaration, any expenses which are incurred by Declarant prior to the establishment of the Association, or prior to sufficient income being received from assessment billings, and which would normally be the responsibility of the Association, shall be reimbursed to Declarant from proceeds of the Association as funds become available from dues and assessments, but in any case not later than one (1) year after the date the expense was incurred.

Section 13. Effect of Nonpayment of Assessments: Remedies of the Association. The Association may charge a one-time late fee of $50.00 if any assessment is not paid within thirty (30) days after the date it is due. In addition, any assessment not paid within thirty (30) days after the date it is due shall bear interest from the due date at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law to be charged the non-paying Owner. Each Owner, by acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, filing an application for expedited

foreclosure in accordance with Section 209.0092 of the Texas Property Code and Tex. R. Civ. P. 736, or any amendments thereto. Likewise, the Association may resort to other legal and equitable relief with respect to enforcement of the liens securing the payment of assessments as may be provided by applicable law, including suit for judicial foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 14. Subordination of the Lien to Mortgage. The Association's lien to secure payment of the assessments provided for herein shall be subordinate to mortgage, deed of trust, or home equity liens of record. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 15. Exempt Property. All Common Areas and other portions of the Property, if any, which are dedicated to public authorities, shall be exempt from assessment.

Section 16. No Assessments for Initial Construction. Assessments shall not be levied for the initial construction of the Roadway shown on the current Plat of the Subdivision, the initial construction and installation of the main electric and telephone lines and facilities serving the Subdivision along the Roadway, or the initial construction of the initial Greenbelt and entryway landscaping and Improvements to the Subdivision.

ARTICLE VIII.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any

part of the Property, and their respective heirs, successors and assigns. THE FOLLOWING RESTRICTIVE COVENANTS SHALL APPLY TO ALL TRACTS UNLESS EXPRESSLY PROVIDED OTHERWISE IN A PARTICULAR RESTRICTIVE COVENANT.

Section 1. General Restrictions.

(1) Insurance Rates. Nothing shall be done or kept on the Property which could increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

(2) Signs. No signs of any kind shall be displayed to the public view on any Lot (or in the right of way of any Roadway adjacent to the Lot) except one sign, commercially attractive, of not more than six (6) square feet advertising the Lot for sale or rent. However, during the construction period of a Single Family Dwelling on a Lot, a builder may have one sign of up to sixteen (16) square feet advertising their particular homes and/or services, and may identify the architect who designed the Single Family Dwelling and may include a lender's name providing construction financing. The Declarant, the Association, or the ARC shall have the authority to require the immediate removal of any sign that any of them determines, in their sole and absolute discretion, does not comply with the requirements of this Declaration, and in so doing shall not be liable for any tort arising from such removal. Declarant may erect signs of any size in order to advertise the Subdivision and the availability of Lots for sale in the Subdivision, as long as Declarant owns any Lots.

(3) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers to the rear of the Single Family Dwelling and such containers shall be kept within enclosed structures or appropriately screened from view by the public, and contents thereof disposed of regularly. Trash cans, garbage cans and other trash receptacles may be temporarily placed in front of a Lot for pick up and disposal by a waste disposal service; however, such items

shall not be placed in front of a Lot more than 24 hours prior to the scheduled pickup time of such waste disposal service, and shall be removed within 24 hours after the scheduled pickup time, whether or not the trash was picked up.

(4) Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than speakers for porches or patios, and other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

(5) Construction of Improvements and Design Restrictions. No building, structure or other Improvement shall be constructed, erected or placed upon any Lot unless it is in accordance with a development and design plan approved by the ARC pursuant to Article IX hereof, nor shall any external lighting be installed on any Lot unless it is in accordance with an external lighting plan approved by the ARC pursuant to Article IX hereof. No building, structure or other Improvement, and no external lighting, shall be remodeled, renovated, relocated, or otherwise modified unless such remodeling, renovation, relocation, or modification is made in accordance with a development and design plan approved by the ARC. In order to protect the overall integrity of the Subdivision as well as the quality and appearance of Improvements within the Subdivision, the ARC established in Article IX hereof, shall have full authority to control all construction, development and improvement activities of any kind within the Subdivision, and to insure that all such activities are properly conducted in accordance with and in good workman-like manner, and in accordance with standard industry trade practices. "Texas Hill Country" style architectural designs are encouraged. No geodesic, A-Frames, log homes, barndominiums, or free style architectural designs shall be permitted.

(6) Sidewall Design. The sidewall of each Single Family Dwelling on a corner Lot that faces a side street will be designed and completed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim or decor, windows, doors and other relief areas.

(7) Builder Approval. Declarant desires to create a uniform plan of construction, development and improvement of the Subdivision. Consequently, the ARC shall have the right to approve the identity of the builders and general contractors who shall be allowed to construct Improvements in the Subdivision, and the ARC may grant or withhold such approval in their sole and absolute discretion. Should any Owner desire to obtain approval of a certain builder or general contractor prior to purchasing any Lot, Owner shall submit a written request identifying the builder or general contractor, and shall provide such information about the builder or general contractor as may reasonably be requested by the ARC. Thereafter, the ARC shall provide a letter stating whether or not it approves such builder or general contractor.

(8) Repair of Buildings. All Improvements upon a Lot shall at all times be kept in good, safe, attractive condition and repair and adequately painted or otherwise maintained by the Owner of such Lot.

(9) Removal of Improvements. In the event that a Single Family Dwelling or other, Improvement on a Lot shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected Improvement shall cause the damage or destroyed Improvements to be repaired, rebuilt or reconstructed, or to be removed and cleared from such Lot. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required for new construction pursuant to the provisions of this Declaration.

(10) Hazardous Activities. No activities shall be conducted on a Lot and no Improvements shall be constructed on a Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted, except within fireplaces (interior or exterior) designed and built according to industry standards and all applicable laws, codes and

statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult. Hunting is prohibited.

(11) Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. No tank for the storage of oil, gasoline, or other hazardous products may be maintained on any Lot.

(12) Unsightly Articles: Vehicles. No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining Property or public streets. Without limiting the generality of the foregoing, trailers, trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans, recreational vehicles, travel trailers, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the forgoing, or on any automobile (other than minor emergency repairs), except in fully enclosed garages or other structures, screened from public view. No commercial vehicle owned by an Owner or any resident within the Property shall be parked on the driveway or street within the Subdivision. Each Single Family Dwelling constructed within the Property shall have sufficient garage space, or screened area to the rear of such Single Family Dwelling to house all vehicles to be kept on the Lot.

(13) Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles owned by anyone other than the Owner or resident of the Lot, shall be parked on or near any Lot so as to be visible from adjoining property or public streets. .

(14) Animals - Household Pets. No animals, including pigs, hogs, swine, free-range poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the Single Family Dwelling), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of

such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, caged or boarded for hire or remuneration on the Property and no kennels or breeding operations of animals will be allowed. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on a Lot which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the front side of the Lot at street level. Dog runs shall not be visible from any portions of the Property at street level. No vicious or dangerous animals shall be allowed on the Property.

(15) Wildlife Feeding. Deer feeders and other types of wildlife feeders (other than bird feeders) are prohibited.

(16) Landscaping and Maintenance of Lot. No landscaping may be done or modified on a Lot except landscaping done in accordance with a Landscape Plan approved by the ARC pursuant to Article IX below. Within sixty (60) days after completion of construction of a Single Family Dwelling, the Owner shall complete landscaping of such Owner's Lot in accordance with the Landscape Plan approved by the ARC pursuant to Article IX below; provided that, such sixty (60) day period may be extended by the ARC in the ARC's reasonable discretion. Native plants are strongly encouraged; carpet grasses will be limited to a small area around the Single Family Dwelling. Front yards (and side yards on corner lots) that are essentially covered by cement, gravel, crushed granite or other hard surface of impervious materials are hereby prohibited. Each Owner shall keep all shrubs, trees, grass and plantings of every kind of such Owner's Lot cultivated, pruned or mowed, free of trash, weeds and other unsightly material. Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow such unimproved Lot and keep it nearly trimmed and free of trash and other unsightly material.

(17) Temporary Structures. No structure of a temporary character such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any

time as a residence, either temporarily or permanently. This covenant prohibits the use of a mobile home or manufactured home as a residence, either temporarily or permanently. A portable building or enclosed trailer may be permitted for use as a builder's storage facility during construction of a Single Family Dwelling on a Lot (subject to approval of the ARC); however, any such building or structure shall be removed immediately upon completion of construction.

(18) Construction Materials and Debris. No building material of any kind shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of Improvements, and has obtained a building permit from the ARC and from any local governmental authority from which a building permit is required to be obtained. All building materials shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street. During construction of Single Family Dwellings or other Improvements, a Lot must be cleaned of trash and debris and placed in an orderly condition by 6 p.m. on each Friday. At all times during construction, all trash and debris shall be contained in a small defined area which shall be maintained in a sanitary and orderly manner and disposed of as hereinabove provided.

(19) Nuisances. No noxious, offensive or dangerous 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. This includes builders and construction workers working after daylight hours. Welding is prohibited, except in connection with the construction of or repairs to Improvements. No Owner shall do any act or any work that will impair any easement or hereditaments, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners.

(20) Firearms, Projectiles, and Weapons. The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the Subdivision is prohibited. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is prohibited.

(21) Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for single family residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Lot or Improvements are rented or

leased, the Owner of the Lot shall remain liable for complying with all terms of the Declaration. No Single Family Dwelling may be rented or leased for any single period of less than twelve (12) months. No "time-share plan" or any similar plan of fragmented or interval ownership of said Single Family Dwelling shall be permitted on the Property.–A guest house constructed in accordance with the terms of this Declaration may be rented or leased for periods of less than twelve (12) months. All such guest houses shall contain a maximum of 1000 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks or garages.

(22) Wells. There shall be only one (1) producing water well on a Lot. The pump size for a well shall not exceed 1 horse power. No irrigation or watering system shall be connected to any water lines connected to a well. NOTICE TO OWNERS: DUE TO ELEVATED CHLORIDE CONCENTRATION IN WELLS IN THE AREA, AN OWNER SHOULD TEST SUCH OWNER'S WELL FOR CHLORIDES.

(23) Rain Water Harvesting, Landscaping and Irrigation. Each Owner may install and maintain a rainwater harvesting system on such Owner's Lot. Owners are encouraged to use xeriscape and native plants requiring little water in landscaping; and to use the rainwater harvesting system for landscape irrigation purposes. Must be screened from view.

Section 2. Residential Restrictions.

(1) One Single Family Dwelling. Not more than one Single Family Dwelling may be erected on any Lot. One detached garage of not more than 3 bays may be constructed. Not more than one (1) guest house, workshop or similar outbuilding may be constructed. No garage, guest house, workshop or similar outbuilding may be constructed prior to the completion of construction of the Single Family Dwelling.

(2) Single Family Residential Construction. All Lots shall be improved and used solely for single family residential purposes. Except the use of a room within a Single Family Dwelling as an in-home office, which office use is secondary to the residential use of the Lot, no business,

commercial, industrial, trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon a Lot or from any Single Family Dwelling or within any Improvement located or constructed on any Lot. No signs of any type advertising or describing in any way the in- home office use or business is permitted to be placed anywhere on a Lot or within or upon the Single Family Dwelling or any other Improvement on a Lot. The activities or business conducted at the in-home office shall not be such as to generate traffic by customers, vendors or the like through the Subdivision or to a Single Family Dwelling or other Improvements on a Lot. Without limiting the generality of the foregoing, the operation of a "bed and breakfast" unit on a Lot is considered a commercial activity and is prohibited.

(3) Construction in Place. All Improvements constructed on the Property shall be built in place on the Lot and the use of prefabricated buildings are prohibited. No Single Family Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision.

(4) Building Materials. All Single Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone) shall be used in constructing any Single Family Dwelling or Improvement situated on a Lot; however, an Owner may, with the approval of the ARC, incorporate historical and other previously used building materials and fixtures into a newly constructed Singe Family Dwelling. Construction materials consistent with the Texas Hill Country architectural style are strongly preferred, such as stone, stucco and wood.

(5) Single Family Dwelling Size. All Single Family Dwellings shall contain not less than 2,000 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages. Additionally, all two-story Single Family Dwellings shall contain a minimum of 1,200 square feet of first floor living area.

(6) Windows. Mill finish aluminum colored window and door frames are hereby expressly prohibited.

(7) Setbacks. No Single Family Dwelling, building, structure or other Improvement (other than driveways, wells, well houses, utility lines, landscaping and fences) shall be constructed, placed or maintained closer than 75 feet from the boundaries of a Lot, except:

a. With respect to Lot 1 only (and not Lot 2), the setback on Lot 1 applicable to the common boundary between Lot 1 and Lot 2 shall be 50 feet (and not 75 feet);

b. With respect to Lot 3 only (and not Lot 4), the setback on Lot 3 applicable to the common boundary between Lot 3 and Lot 4 shall be 50 feet (and not 75 feet);

c. With respect to Lot 4 only (and not Lot 5), the setback applicable to the common boundary between Lot 4 and Lot 5 shall be 50 feet (and not 75 feet);

d. With respect to Lot 5 only (and not Lot 6), the setback applicable to the common boundary between Lot 5 and Lot 6 shall be 50 feet (and not 75 feet); and

e. With respect to Lot 6, the setback applicable to the north boundary of Lot 6 shall be 50 feet (and not 75 feet); and

f. With respect to Lot 7, the setback applicable to the north boundary of Lot 7 shall be 50 feet (and not 75 feet).

All Single Family Dwellings must be constructed, placed and maintained in conformity with the setbacks described above.

(8) Driveways and Sidewalks. All driveways and any sidewalk running from the street to the front entry of a Single Family Dwelling shall be of concrete within 30 feet of residence. The remainder of the drive may be masonry construction, crushed gravel brick pavers or a combination of other decorative masonry materials. No asphalt driveways or sidewalks are permitted.

(9) Improvements Compatible with Single Family Dwelling. All improvements shall be compatible with the Single Family Dwelling to which they are appurtenant in terms of design and material composition.

(10) Swimming Pools. Moveable, above-ground swimming pools are prohibited. All swimming pools must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates, and in accordance with any applicable ordinances, regulations, or statutes. No swimming pools shall be constructed in front or side yards.

(11) Governmental Rules. All Improvements located, erected, constructed and installed upon any Lot shall conform to and comply with all applicable governmental regulations, rules and

ordinances, including, without limitation, all building and zoning requirements. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property shall comply with all applicable governmental regulations, rules and ordinances.

(12) Garages and Carports. No garage shall be converted to another use (e.g. living space).

(13) Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other Improvements constructed upon a Lot.

(14) Exterior Air Conditioning Equipment. All air conditioning compressors and other equipment shall be screened from the view of streets in the Subdivision by opaque walls attached to and made a part of the Single Family Dwelling or other Improvement served by such equipment. Window or roof mounted air conditioning units are prohibited.

(15) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be approved in writing by the ARC and shall be of such texture and color to provide a pleasant appearance throughout the Subdivision. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building or other Improvement.

(16) Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks, driveways or other Improvements on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) on to streets and road rights-of- way, and other portions of the Property. Conventional mercury vapor, halogen, or other similar types of wide-area security lamps are prohibited. Exterior holiday lighting conforming to this subsection shall be permitted during the calendar month of December, and shall be removed no later than the 15th of January of that following year.

(17) Artificial Vegetation. No artificial vegetation shall be permitted outside of any Improvement on a Lot.

(18) Antennas. ACC approval is not required prior to the installation of an antenna, satellite dish, or the like, however, an Owner must adhere to the following:

a. The satellite dish/antenna must be one meter (39.37 inches) or less in diameter or diagonal measurement;

b. The satellite dish/antenna may be mounted on a mast not higher than 12 feet above the roofline if required to receive or transmit an acceptable quality signal; and

c. The satellite dish/antenna must be placed on the side or rear of the dwelling as to be less visible from the street provided a quality signal can be received.

Nothing herein shall be construed to conflict with Federal Law (i.e. OTARD, 47 C.F.R, Section 1.4000) or any rules and regulations adopted by the Federal Communications Commission. If any such conflict should exist, Federal Law and/or rules and regulations adopted by the Federal Communication Commission shall control.

(19) Roofs. The roofs of the main body of all Improvements on the Property shall be pitched. Roofing materials may consist of standing seam metal or ceramic tile roofing approved by the ARC. Quality composition shingles may also be used if approved by the ARC. All roofing color must be approved by the ARC. No windmills, appliances, rooftop attic ventilators, fans, or other rooftop installations or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any Improvement unless it is erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street. Notwithstanding the above, solar collector panels may be placed in such locations as may be approved by the ARC.

(20) Mailboxes. All mail boxes on the property shall conform to the requirements of, and be located as directed by, the U.S Postal Service. Each individual mailbox shall be subject to ARC approval.

(21) Tanks. No Butane, propane, or other type of elevated tanks of any kind shall be erected, placed or permitted on any Lot (provided that, such tanks may be allowed if buried and to the rear of the Single Family Dwelling). Swimming pool filter tanks shall be placed inside walls, fences or

similar type enclosures or buried in conformity with applicable governmental rules and regulations.

(22) Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements; provided, however, that no provision hereof shall be deemed to prohibit:

a. the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements, or

b. the erection, placement and maintenance of above ground service pedestals, switch cabinets and transformers where required by the provider of the utility or service.

This restriction shall not apply to any utility lines situated on the Property on the date of this Declaration.

(23) Construction Activities. Construction activities by contractors, subcontractors or other construction personnel shall only be conducted from 7 o'clock a.m. to 6 o'clock p.m., Monday through Friday; except to the extent otherwise expressly approved by the ARC. Notwithstanding any provision herein to the contrary, but subject to the preceding sentence, this Declaration shall not be constructed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of the Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided, and conforms to usual construction practices in the Fredericksburg, Texas area.

(24) Unfinished Structures. No house or other structure shall remain unfinished for more than eighteen (18) months after the issuance of a building permit by the ARC.

(25) No Occupancy Until Complete. A Single Family Dwelling shall not be occupied until the dwelling is substantially complete (in the discretion of the ARC) and plumbing is connected to a septic system or other waste water disposal system which has been approved by all local, state and federal departments, agencies or authorities the approvals of which are required in order to install and use such systems.

Section 3. Restriction Against Subdivision. No re-subdivision of any Lots into smaller tracts shall be permitted, provided that Declarant shall have the right to re-plat, alter the boundaries of and/or re-subdivide any Lots owned by Declarant, without restriction, subject to compliance with the subdivision ordinance(s) adopted by Gillespie County, Texas, from time to time.

Section 4. Variances by ARC. Pursuant to Article IX, Section 8 below, the ARC is granted the power and authority, in its sole discretion, to permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards provided for in this Declaration or those which may be promulgated in the future. In any case, however, such variances must, in the ARC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision, nor harmony with the natural surroundings. Neither the Declarant, nor the Association, nor the ARC, nor any member of the Board of Directors or of the ARC or of the Association, shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. The grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

ARTICLE IX.

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Property requires that all Improvements and landscaping be compatible with other improvements, and be in harmony with the natural surroundings (including, without limitation, natural vegetation and topography), and be compatible with the goals of (i) reducing the impact the Improvements may have on ability of all Owners to enjoy and experience the serenity and natural beauty of the Texas

Hill Country, and conserving groundwater. To these ends, an Architectural Review Committee (the "ARC") has been created as described in this Article IX. The ARC has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Review Committee. The ARC shall be composed of three (3) persons selected and appointed from time to time by (i) the Declarant, as long as the Declarant owns any interest in any of the Tracts (unless Declarant's expressly relinquishes such right of appointment sooner), and (ii) after the Declarant no longer owns any interest in any of the Tracts (or after Declarant expressly relinquishes such right of appointment), by the Board of Directors of the Association. During the time the Declarant's has the authority to appoint the members of the ARC, the Declarant shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the ARC. During the time the Board of Directors of the Association has the authority to appoint the members of the ARC, the Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the ARC. The ARC shall have the right from time to time to file instruments in the Real Property Records of Gillespie County, Texas, designating its current composition.

Section 3. Goal of ARC. The goal of the ARC is to encourage environmentally appropriate, aesthetically pleasing landscaping and the construction of Improvements of good architectural design, aesthetic quality, location on the site, and proper size compatible and in harmony with other Improvements and the natural surroundings (including, without limitation, natural vegetation and topography), and compatible with the goals of: (i) reducing the impact the landscaping or Improvements may have on ability of all Owners to enjoy and experience the serenity and natural beauty of the Texas Hill Country, and (ii) conserving groundwater. Improvements should be planned and designed with particular attention to site location, size, scale, building density, design and aesthetic appearance, and the use of such materials as will, in the judgment of the ARC, create an attractive and harmonious blend with existing Improvements and the natural surroundings (including, without limitation, natural vegetation and topography), and be compatible with the goal of reducing the impact the Improvements may have on ability of all Owners to enjoy and

experience the serenity and natural beauty of the Texas Hill Country. Landscaping should be planned and designed with particular attention to water conservation, design, aesthetic appearance, and the use of native plants appropriate for xeriscaping. The ARC may disapprove the construction or design of an Improvement, or the location of an Improvement, or a landscaping design, on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the Subdivision and of other Owners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of site location, design or aesthetics shall not be deemed binding upon the ARC if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision.

Section 4. ARC Approval Required. No Improvement shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any Lot, and no landscaping shall be done or maintained on any Lot, until plans and specifications (including a site plan), in such form and detail as the ARC may deem necessary, shall have been submitted to and approved in writing by the ARC. Without limiting the general application of the preceding sentence to all Improvements (including exterior lighting), no external lighting shall be placed, altered (either by addition or deletion), installed, maintained or permitted to remain on a Lot until the type, location and other elements and characteristics of such lighting has been approved in writing by the ARC. The ARC shall have the power to employ professional consultants to assist it in discharging its duties, with the costs and fees of such professional consultants to be paid by the Association. The decision of the ARC shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures. The ARC may, but is not obligated to, establish and publish from time-to-time reasonable administrative procedures and separate building guidelines covering Improvements and landscaping. Such administrative procedures and building guidelines shall not conflict with but may be more restrictive than the covenants, conditions and restrictions set forth herein.

Section 6. Design Submittal. The Owner must submit design plans, which must adequately reflect to the ARC the true design quality of the proposed work and the location of the

Improvement and/or landscaping on such Owner's Tract. With regard to Improvements, preliminary design plans ("Preliminary Plans") shall be submitted and approved by the ARC prior to submission of final design plans and specifications ("Final Plans"). The Preliminary Plans shall consist of preliminary or conceptual plans and specification of front elevation (and side elevation on comer lots), materials specifications, and the positioning of the Improvement upon the Tract. The Final Plans shall be submitted in complete form in duplicate and shall include: (i) a floor plan, (ii) all elevations of any proposed structure(s) (including fences, walls, workshop, garage or other outbuildings, etc.), roof height, exterior lighting plans, specification of materials, colors, textures and shapes, and (iii) a site plan showing the general location of all proposed and existing Improvements, the dimensions and shapes of all proposed and existing Improvements, and identifying any trees to be cut in connection with the proposed work. All exterior measurements and dimensions must be shown (1/4" = l' minimum). Description of materials and finishes must be clearly indicated. Landscape plans ("Landscape Plans") shall be submitted with Preliminary Plans and Final Plans of an Owner's Single Family Dwelling, and if landscaping will be done or modified in connection with the construction of any other Improvement, Landscape Plans shall also be submitted with Preliminary Plans and Final Plans of such other Improvement. Landscape Plans shall consist of a site plan identifying plants and materials to be used by an Owner in landscaping such Owner's Lot, and shall be in such form and detail as may be required by the ARC.

Section 7. Basis of Approval. Approval of Preliminary Plans and Final Plans and Landscape Plans and specifications shall be based upon the following:

(a) The architectural design or landscape design.;

(b) The location of the Improvement on the site (including, without limitation, the location of the Improvement in relation to (i) the natural surroundings (including, without limitation, natural vegetation and topography), (ii) other Improvements on the Lot, and (iii) other Improvements on adjoining Lots and elsewhere in the Subdivision);

(c) The location of the landscaping on the site, the plants and materials used, and the anticipated impact of the landscaping on the groundwater in the area;

(d) Harmony and conformity of the design with the surroundings both natural and built (including, without limitation, natural vegetation and topography);

(e) Adequacy of the design to conditions of the site;

(f) Relation of finished grades and elevations to neighboring sites;

(g) Relation of Improvements and landscaping to Improvements and landscaping on neighboring sites;

(h) Compatibility with the goals of (i) reducing the impact the Improvements or landscaping may have on ability of all Owners to enjoy and experience the serenity and natural beauty of the Texas Hill Country, and (ii) conserving groundwater; and

(i) Conformity to specific and general intent of the restrictive covenants set forth in this Declaration.

Section 8. Variances. Upon submission of a written request for same, the ARC may, from time to time, in its sole discretion, permit Owners to create landscaping and/or construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or those which may be promulgated in the future. In any case, however, such variances must, in the ARC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision, nor harmony with the natural surroundings; and must be consistent with the goals of reducing the impact the Improvements and/or landscaping may have on ability of all Owners to enjoy and experience the serenity and natural beauty of the Texas Hill Country, and conserving groundwater. Neither the Declarant, nor the Association, nor the ARC, nor any member of the Board of Directors or of the ARC or of the Association, shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

Section 9. Failure of ARC to Act. If the ARC fails to approve or to disapprove a Final Plan or a Landscape Plan, or to reject a Final Plan or Landscape Plan as being inadequate, within thirty (30) days after submittal of such plan, it shall be conclusively presumed that the ARC has approved such plan. If a Final Plan or a Landscape Plan is not sufficiently complete or are otherwise

inadequate, the ARC may reject such plan as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 10. Limitation of Liability. Neither the Declarant, nor the ARC , nor any of the members of the ARC, nor the Association, nor the Board of Directors, nor the members of the Association, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval, to any Owner or to any other person or entity, by reason of the exercise of or the failure of the ARC to exercise any of its rights and powers hereunder, including without limitation: (i) the approval or disapproval of any plans and specifications, (ii) the approval or disapproval of any variances, (iii) the failure to take action with respect to any plans and specifications or the construction of any Improvements on any Lot or the creation of landscaping on any Lot, or (iv) the construction or performance of any work on any Lot, whether or not pursuant to any approved plans or specifications. Review and approvals by the ARC are for the purposes of the protection and maintenance of the aesthetic and ecological quality of the Property, and not for the purposes of determining the adequacy of the engineering, structural integrity, quality of construction, soundness of construction, safety of plans or construction, code compliance, compliance with any other- laws, rules or regulations applicable to the landscaping, the Improvements or the construction, or any other matters involving the plans, specifications or construction of the landscaping or the Improvements ("Construction Matters"). Consequently, and without limiting the generality of the foregoing provisions of this section, neither the Declarant, nor the ARC, nor any of the members of the ARC, nor the Association, nor the Board of Directors, nor the members of the Association, shall be liable in damages or otherwise to anyone for any causes of action, claims, debts, demands, losses, costs, damages, expenses, obligations or other liabilities arising out of or in any way related to any Construction Matters.

ARTICLE X.

TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2040, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument

executed by Owners of at least two thirds (2/3rds) of the Lots has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE XI

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or the Association to take any action upon any breach or default shall. not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold and conveyed all Lots controlled hereby. The reservation by Declarant or the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

Section 2. Declarant and Association Right to Self Help.

(a) The Declarant and Association shall have the authority to employ self-help to enforce compliance with any provision of this Declaration. Upon the occurrence of a default or other violation of this Declaration, the Declarant or the Association may' provide notice to the defaulting Owner of the matter of noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured; such notice to be sent in accordance with subparagraph (b) below. In the event the Owner fails to cure the matter of noncompliance within the required time, the Association may take action to cure the matter of noncompliance.

(b) Notice of default or other violation of this Declaration and of the Declarant's or Association's intent to act pursuant to this provision shall be in the form and in the manner as required by Article XVII. In the event of continuing noncompliance, a second notice, at least ten (l 0) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying Owner. Not sooner than thirty (30) days after date of the mailing of the first notice, the Association or the Declarant may send a third notice (the "Notice of Intent to Remedy") to the noncomplying Owner of the Association's or the Declarant's intent to remedy the noncomplying condition. The Notice of Intent to Remedy shall be sent by United States Certified Mail, return receipt requested, and shall otherwise conform to Article XVII. In the event the noncomplying condition is not cured within ten (10) days after the date of the Notice of Intent to Remedy, the Declarant or the Association may commence actions to remedy the noncomplying condition at the sole expense of the non-complying Owner.

(c) In the event that Declarant or the Association acts to remedy a noncomplying condition in accordance herewith, all sums incurred by the Declarant or the Association in connection therewith, including any attorneys' fees, shall be charged against the Owner, and shall be payable by the Owner upon demand. If such sums are not paid within three (3) days after demand for payment is made therefor, such sums shall bear interest at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law to be charged the Owner and, unless otherwise provided herein, shall be secured by the assessment lien provided for herein against all Lots owned by such Owner. In addition, the Declarant or the Association may exercise any and all other rights and remedies that may be available hereunder, or under Texas law, to enforce an Owner's obligations hereunder.

Section 3. Penalties. The Association shall have the right to establish penalties, including fines, for the violation of the covenants and restrictions contained in this Declaration.

Section 4. No Liability For Unenforceability or Amendment of Declaration, or Granting of Variances. Neither the Declarant, nor the Association, makes any warranty or representation as to the present or future validity or enforceability of this Declaration, its terms or provisions. Each Owner acquiring a Lot shall assume all risks of the possible amendment, validity and enforceability

of this Declaration, as well as the possibility that variances from the restrictions contained in this Declaration may be granted from time to time; and, by acquiring a Lot, each Owner agrees that neither Declarant, nor the ARC, nor any of the members of the ARC, nor the Association, nor the Board of Directors, nor the members of the Association, shall be liable in damages or otherwise to anyone for any causes of action, claims, debts, demands, losses, costs, damages, expenses, obligations or other liabilities arising out of or in any way related to any amendment to, variances from, or invalidity or unenforceability of this Declaration.

ARTICLE XII.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE XIII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagees, if any) of at least two thirds (2/3rds) of the Lots may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagees, if any) of at least two thirds (2/3rds) of the Lots may amend this Declaration (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

(b) Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this

Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE XIV.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the ARC, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XV.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall be secured by the lien created in Article VII, Section 3 herein.

ARTICLE XVI.

NOTICE

The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Declaration.

Executed as of this 14 day of June, 2022.

10-8 PROPERTIES, LLC

By: _____
Jacob Grant, Member

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

Before me, the undersigned notary public, on this day personally appeared Jacob Grant, Member, 10-8 Properties, LLC known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed it for the purposes and consideration expressed in it.

NICOLE STEWART
Notary Public, State of Texas
My Commission Expires
June 17, 2026
NOTARY ID 13117123-9

_____
Notary Public, State of Texas

EXHIBIT A

Description of Roadway

Being a certain strip of land used for road purposes and denoted as Harvest Hills Lane, being 2.97 acres, and delineated in the subdivision plat of The Orchard of record in Volume 4, Page 56 of the Plat Records of Gillespie County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
June 14, 2022 01:07:10 PM
FEE: $182.00 FELICIA
DCC

20224312

5 pgs 20223241
DECLARATION

222-393

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OWNERS ASSOCIATION OF THE ORCHARD, INC.
APPOINTMENT OF DIRECTORS BY THE DECLARANT

Pursuant to Section 5.6 of the Bylaws of the Owners Association of the Orchard, Inc. (the "Association"), the undersigned Declarant of the Subdivision hereby acknowledges the resignation of any individual previously appointed as a director of the Association. Further, the individuals identified below are hereby appointed to serve as directors of the Association, each of whom shall serve until his or her respective successor is appointed or elected, as applicable, as provided in the Bylaws of the Association:

Name:	Address:
Jacob Grant	103 B Llano Street, Fredericksburg, TX 78624
Laura Grant	103 B Llano Street, Fredericksburg, TX 78624
Loren Fothersill	103 B Llano Street, Fredericksburg, TX 78624

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bylaws of the Association.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Executed as of this _____ day of _____, 2022

_____
THOMAS N. MCKNIGHT, JR.

_____
JOHN HALLDORSON

_____
MARCY MCKNIGHT DARSEY

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on this the _____ day of _____, 2022, by THOMAS N. MCKNIGHT, JR.

_____
Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 29 day of April, 2022, by JOHN HALLDORSON.

KELLY CRIDDLE
Notary Public, State of Texas
My Commission Expires
June 17, 2025
NOTARY ID 12677439-2

_____
Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on this the _____ day of _____, 2022, by MARCY MCKNIGHT DARSEY.

_____
Notary Public in and for
the State of Texas

Executed as of this 2 day of May, 2022

THOMAS N. MCKNIGHT, JR.

JOHN HALLDORSON

MARCY MCKNIGHT DARSEY

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 2 day of May, 2022, by THOMAS N. MCKNIGHT, JR.

Allison Turrentine
Notary Public, State of Texas
Comm. Expires 12-22-25
Notary ID 12404648-8

Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on this the _____ day of _____, 2022, by JOHN HALLDORSON.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 2nd day of May, 2022, by MARCY MCKNIGHT DARSEY.

Alice Halldorson
My Commission Expires
2/24/2026
Notary ID
129606353

Notary Public in and for
the State of Texas

EXHIBIT "A"

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes of a survey of 44.05 acres, more or less, of land made at the request of Marialyce Dittmar. Said land is situated in Gillespie County, Texas, being part of the Juana Isidora Leal Survey No. 30, Abstract No. 386, and being part of that 216 acre, more or less, tract described in a conveyance to Douglas Dittmar, et ux, by Emma Beyer, dated May 1, 1971, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground.

Said 44.05 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 9 inch dia. pine post found set in fence along the north boundary of that 216 acre, more or less, tract described in said conveyance to Douglas Dittmar, et ux, by Emma Beyer, found of record in Volume 99, page 808 of the Deed Records of Gillespie County, Texas, for the N.W. corner of that 25.92 acre Tract 1 described of record in Volume 122, page 418 of the Deed Records of Gillespie County, Texas, for the N.E. corner of this tract of land;

THENCE with the west boundary of said 25.92 acre tract, S. 0 deg. 20 min. W., at 1845.6 feet a 9 inch dia. pine post, 1847.6 feet in all to a point in the north right-of-way line of R.M. Highway No. 1631, for the S.W. corner of said 25.92 acre tract, for the S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1631, as follows:

With the arc of a curve to the left, having a radius of 11,499.2 feet and a central angle of 0 deg. 57 min., in a westerly direction, a distance of 190.4 feet (LC brs. S. 70 deg. 59 min. W. 190.4 feet) to a concrete monument;
S. 70 deg. 31 min. W. 861.8 feet to a ½ inch dia. steel bar set, for the S.W. corner of this tract of land;

THENCE N. 0 deg. 20 min. E. 1991.4 feet to a ½ inch dia. steel stake set, for the W.N.W. corner of this tract of land;

THENCE as follows:

N. 88 deg. 05 min. E. 420.15 feet to a ½ inch dia. steel stake set;
N. 0 deg. 20 min. E. 201.05 feet to a ½ inch dia. steel stake set in fence along the south boundary of a 26.4 acre tract described of record in Volume 115, page 571 of said Deed Records and in the north boundary of said 216 acre tract, for the N.N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 216 acre tract and along the south boundary of 26.4 acre tracts described of record in Volume 115, page 571 of said Deed Records, S. 89 deg. 03 min. E. 570.6 feet to the place of beginning.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
May 04, 2022 12:43:31 PM
FEE: $38.00 MRUSCHE **20223241**
DECLARATION

****

TITLE PAGE

Filed 14th day of September A.D. 2000 at 9:38 o'clock A M.

and recorded 15th day of September A.D. 2000 at 8:51 o'clock A. M.

in Volume 403, pages 699-700 , Official Public Records.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas.

Filmed by Colleen Ketron Deputy.

Colleen Ketron

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. 99-0500 ER

EASEMENT NO. _____

NAME _____

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

203772

That the undersigned Douglas Dittmar & Marialyce Dittmar, hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 3 miles NE (Show Direction Above) from the town of F 69;

and bounded on the north by land owned by: Pedro Rojas, Pool, Wertz, & YOUNG

on the south by land owned by: 1631

on the east by land owned by: DAYTON HERBER

on the west by land owned by: GUENTHER KORDZIK

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 30 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

_____

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19_____.

_____

Douglas Dittmar L.S.
Douglas Dittmar

DATE: _____

Marialyce Dittmar L.S.
Marialyce Dittmar

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Douglas Dittman, and wife, Marcalyce Dittman, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22 day of September, 19 99.

JANELLE NEFFENDORF
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/21/2003

Janelle Neffendorf

Notary Public, Gillespie County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

EASEMENT

From

403

To

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

700

Filed

The 14 day of SEP 2000

19 , at 9:38 o'clock A.M. in Gillespie County Records.

I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume ____, pages ____.

County Clerk

By: Deputy

After Recording Return To:

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. Box 553

Fredericksburg, Texas 78624-0553

203772

E 20081214
3 PGS

Work Order # 800205 R

Central Texas Electric Co-op
386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
COUNTY OF Gillespie § **KNOW ALL MEN BY THESE PRESENTS:**
§

That Grapetown Land & Development by David Gasmire, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A 44.1 acre tract of land owned by Grapetown Land & Development LLC recorded in Vol. 5, Pages 56; Property ID: 2007010015

Deed Records of Gillespie County, Texas.

Subdivision / Development, The Orchard, Lot/Tract No. Greenbelt

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The easement shall be 20 feet wide, one half (½) of such distance on either side of the centerline of the easement as shown in Exhibit A, attached and made a part hereof. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons: _____.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 25th day of February, 2008

WITNESS: _____

GRANTOR(S): David Gasmire

David Gasmire
for Grapetown Land
& Development

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF Gillespie §

This instrument was acknowledged before me, the undersigned authority, on this the 29th day of February, 20 08, by Donna Hicks.

DONNA HICKS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
08-29-2011

Donna Hicks
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____ and _____.

_____
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____, _____ of _____, on behalf of _____.

_____
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this the _____ day of _____, 20_____, _____, appeared before me, and, after being duly sworn by me, stated that he saw _____, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

_____
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

March 06, 2008 11:26:15 AM

FEE: $19.00 20081214

KC

Vol 4 Pg 56

LEGEND

- 5/8" Fence Corner Post
- Concrete Monument
- Found 1/2" Rebar
- Set 1/2" Rebar
- Power Pole
- Well

SCALE: 1" = 100'

0 100'

CURVE	RADIUS	ARC	DELTA	BEARING	HORIZ DIST
C1	1499.20'	191.50'	6°57'15"	S69°46'17"W	191.50'
C2	60.00'	57.04'	54°28'09"	S27°14'58"E	54.92'
C3	1030.00'	305.21'	16°58'48"	S47°24'51"E	304.09'
C4	1970.00'	25.53'	0°44'34"	S79°00'53"W	125.54'
C5	60.00'	70.57'	75°15'13"	S35°07'36"W	69.95'
C6	60.00'	63.61'	60°10'53"	S30°05'02"E	60.15'
C7	1870.00'	227.07'	6°57'15"	S3.53.14"W	226.94'
C8	1970.00'	236.63'	6°52'56"	S6.51.21"E	236.49'
C9	60.00'	41.95'	56°20'17"	S29°10'08"W	58.49'
C10	65.00'	149.44'	131°43'26"	S42°57'06"E	118.63'
C11	1970.00'	212.96'	6°11'00"	S17°27'51"E	211.96'
C12	2030.00'	34.29'	0°58'04"	N15°00'20"W	34.29'
C13	65.00'	196.66'	173°17'50"	N40°39'28"W	129.78'
C14	2030.00'	402.41'	11°21'34"	N8°50'30"W	401.81'
C15	2030.00'	281.34'	7°56'26"	N4°31'59"E	281.11'
C16	60.00'	132.22'	121°28'39"	N60°54'53"W	104.69'
C17	2030.00'	27.27'	0°46'11"	N2°48'38"W	27.27'
C18	970.00'	60.32'	3°33'46"	N2°12'14"E	60.31'
C19	50.00'	120.41'	115°00'27"	N7°58'17"E	101.36'
C20	2050.00'	84.90'	2°22'15"	N8°41'20"E	84.89'
C21	11449.20'	299.46'	1°29'54"	S89°43'39"W	299.45'
C22	970.00'	225.92'	13°19'33"	N6°14'26"W	225.09'

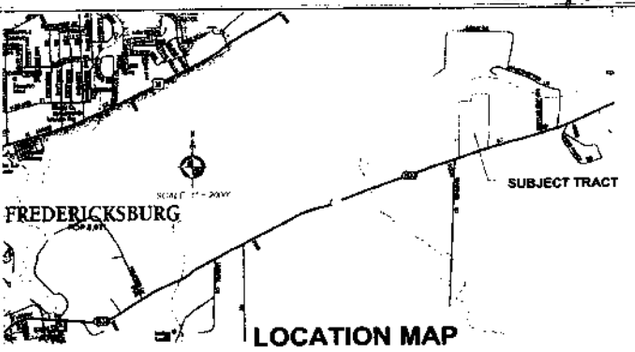
LINE	BEARING	HORIZ DIST
L1	S12°58'29"E	54.87'
L2	S7°09'42"E	90.08'
L3	S8°11'03"W	96.76'
L4	S13°07'15"W	154.37'
L5	N13°07'15"E	132.56'
L6	N17°17'05"W	67.93'
L7	N7°09'47"W	96.42'
L8	N12°53'28"W	61.88'
L9	S0°44'57"E	53.14'
L10	N0°44'02"W	53.15'
L11	N0°44'57"W	53.14'
L12	S0°44'47"E	53.38'

FILE NAME: 06082401 TRV

SCALE	DATE	DRAWN BY
100 FT/IN	2-27-2007	D Pahlitzsch
JOB	REVISION	SHEET
06082401	1/1	1/1

This map drawn with TRAVERSE PC Software

NOTE:
SUBJECT PROPERTY IS IN ZONE X
DESIGNATED BY THE FLOOD INSURANCE RATE MAP, No. 48171C 0300 C, DATED OCTOBER 19, 2001. THEREFORE SUBJECT PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN



RIGHT-OF-WAY-EASEMENT

Granted unto Central Texas Electric Cooperative, Inc. a Texas Corporation, whose Post Office address is Fredericksburg, Texas and its successors or assigns, and Verizon Southwest and its successors or assigns, an easement, as follows:

Grantors hereby dedicate perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads, where property lines of individual lots and/or tracts are deeded to the center line of said avenues and twenty (20) feet along the entire perimeter of said subdivision and with the authority to place, construct, operate, maintain, relocate and replace thereon an electric and or telephone distribution line or system. The easement rights herein granted include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over portions of said lots and/or tracts not within said easement as long as such lases do not prevent the construction of buildings on any of the lots and/or tracts of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement areas of each lot and/or tracts and all improvements within it shall be maintained by the owner of the lot and or tract except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including but not limited to the free right to ingress to, and egress from said right-of-way and easements, and the right from time to time to cut and trim trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The developer and/or landowner shall be responsible for removal of any or all limbs, debris, branches of brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property

NOTE: Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of floodway is prohibited. The existing creeks or drainage channels traversing along or across the property will remain as open channels and will be maintained by the individual owners of the lots that are traversed by or adjacent to the drainage courses along said lots. Gillespie County will not be responsible for the maintenance and operation of said drainage ways or the control of erosion. Gillespie County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

NOTE: GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS

NOTE: Gillespie County shall not be responsible for maintenance of private street, drives, emergency access easements, recreation areas and open spaces. The property owners in this subdivision shall be responsible for the maintenance of private streets, roads, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Gillespie County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph

NOTE: Grapetown Land and Development, L.L.C., by filing this Plat of Record and all future owners of property within this Subdivision by purchasing such property, acknowledge and agree that Gillespie County shall have no obligation whatsoever to repair or accept maintenance of the roads in this Subdivision until and unless Grapetown Land and Development, L.L.C. and/or the property owners in the Subdivision have improved the roadways to the then current standards required by Gillespie County and the roads have been accepted for maintenance by formal, written action of the Gillespie County Commissioners Court and the roadway has been dedicated by the owners thereof and accepted by the County as a public road. Grapetown Land and Development, L.L.C. and all future owners of property within the Subdivision shall look solely to the Owner, the property owners in the Subdivision, and/or the Homeowners Association for future maintenance and repair of the roads shown on the Subdivision Plat

STATE OF TEXAS '
COUNTY OF GILLESPIE '

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owners (s) of the property shown and described hereon and that I (we) hereby adopt this plat of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all water courses and easements to the public use forever

9/5 2007 Owner

9/5 2007 Owner

STATE OF TEXAS '
COUNTY OF GILLESPIE '

This instrument was acknowledged before me on this ___ day of ___, 20__, by ___

Notary Public in and for the State of Texas

My commission expires: ___

JODILINE NEFFENGER
Notary Public, State of Texas
My Commission Expires
August 3, 2010

Printed Name of Notary

Filed for record at 9:41 o'clock P m., this the 5th day of September, 2007, A.D. in Volume 4 at Page 56 of the Plat Records of Gillespie County, Texas.

Mary Lynn Rusche
Deputy County Clerk, County Court
Gillespie County, Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County, Texas
September 05, 2007 09:41:25 AM
FEE: $30.00
20070018615

THE STATE OF TEXAS '
COUNTY OF GILLESPIE '

The attached plat, after having been duly presented to the Commissioner's court of Gillespie County, Texas, and by said Court, duly considered and found to comply with the Statutes and Laws of the Gillespie County, Texas. To certify which, the undersigned, as County Judge of Gillespie County, Texas, hereby affixes his hand, attested by the seal of the County Clerk of Gillespie County.

Approved this the 21st day of August, A.D. 2007.

Attest: Mary Lynn Rusche
Mary Lynn Rusche, Gillespie County Clerk

Mark Stroeher
County Judge, Mark Stroeher
Gillespie County, Texas

KNOW ALL MEN BY THESE PRESENTS:

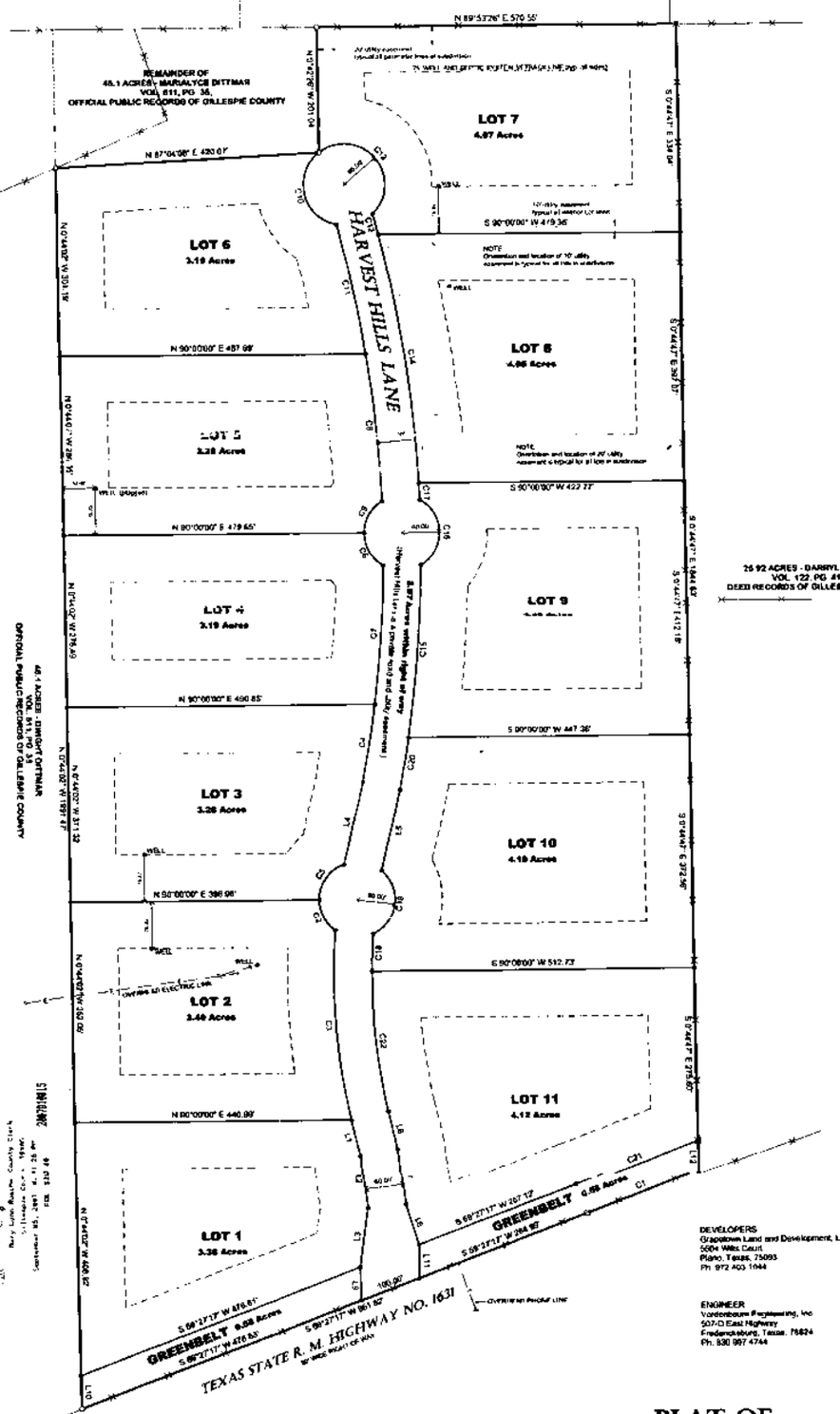
That I, Charles Dagger, Registered Professional Land Surveyor, No. 4061, do hereby state that I made an actual and accurate survey on the ground of the hereon platted land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the Subdivision Ordinance of Gillespie County, Texas.

12/12/2006

Charles Dagger,
Registered Professional Land Surveyor,
Registration No. 4061

STATE OF TEXAS
CHARLES DAGGER
4061
REGISTERED
PROFESSIONAL
LAND SURVEYOR

NOTE: Harvest Hills Lane is a private road that will be owned and maintained by the subdivision's homeowners association. The two greenbelts shown hereon will also be owned and maintained by the homeowner's association.


26.4 ACRES - MERLANE POOL VOL. 115, PG. 571, DEED RECORDS OF GILLESPIE COUNTY
26.4 ACRES - JANICE WERTZ VOL. 115, PG. 571, DEED RECORDS OF GILLESPIE COUNTY
26.4 ACRES - JERALD YOUNG VOL. 116, PG. 579, DEED RECORDS OF GILLESPIE COUNTY
REMAINDER OF 45.1 ACRES - MARALYCE DITTMAR VOL. 611, PG. 36, OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY
N 89°53'26" E 570.55'
N 0°01'49" W 420.07'
N 87°04'08" E 420.07'
HARVEST HILLS LANE
LOT 7 4.87 Acres
LOT 6 3.19 Acres
LOT 8 4.86 Acres
LOT 5 3.28 Acres
LOT 9
LOT 4 3.19 Acres
LOT 3 3.26 Acres
LOT 10 4.19 Acres
LOT 2 3.40 Acres
LOT 11 4.12 Acres
LOT 1 3.36 Acres
GREENBELT 0.58 Acres
GREENBELT 0.66 Acres
S 90°00'00" W 479.36'
N 90°00'00" E 487.99'
S 90°00'00" W 422.77'
N 90°00'00" E 479.65'
S 90°00'00" W 447.36'
N 90°00'00" E 496.85'
N 90°00'00" E 386.98'
S 90°00'00" W 512.73'
N 89°44'02" W 1981.47'
S 0°44'47" E 1664.62'
S 0°44'47" E 1412.18'
S 0°44'47" E 1262.36'
S 0°44'47" E 375.80'
N 0°44'02" W 1981.47'
N 0°44'02" W 1981.47'
N 0°44'02" W 1981.47