

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHIN OAK BEND**

STATE OF TEXAS           §  
  §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF BURNET    §

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHIN OAK BEND** (this "**Declaration**") is made this November 20, 2023, by **HOMETOWN RENOVATIONS, LLC**, a Texas limited liability company (hereinafter referred to as "**Declarant**").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"). Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, and restrictions for the benefit of all owners and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property.

**WHEREAS**, this Declaration is intended to fully replace the Declaration of Covenants, Conditions and Restrictions for Shin Oak Bend as recorded in Document No. 202302031, Official Public Records, Burnet County, Texas (the "**Original Declaration**"), with the exception of Exhibit "B" - Bylaws of Shin Oak Ben Property Owners Association, Inc. and Exhibit "E" – Certificate of Formation, and the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Shin Oak Bend as recorded in Document No. 202302066, Official Public Records, Burnet County, Texas (the "**First Amendment**"). If there is a conflict between the Original Declaration and/or the First Amendment and this Declaration, this Declaration shall control.

**NOW, THEREFORE**, the Declarant hereby declares that the real property described in **Exhibit "A"** to this Declaration shall be subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property as defined herein. This Declaration shall be binding on all parties having any right, title or interest in the Property described herein, or any part thereof.

**ARTICLE I - DEFINITIONS**

The terms in this Declaration shall be given their ordinary, commonly accepted definitions except

as below. Capitalized terms shall be defined as set forth below:

**"Architectural Review Committee"** or **"Committee"** or **"ARC"** shall mean the Architectural Review Board established for the purposes described in the Governing Documents.

**"Assessment"** shall refer to any charge levied against an Owner or his or her Lot by the Association, as defined in the Governing Documents.

**"Association"** shall refer to Shin Oak Bend Property Owners Association, Inc., a Texas nonprofit corporation, the members of which shall be the Owners of Lots during the period of their respective ownerships. Any lapse in the corporate charter shall result in the Association operating as an unincorporated nonprofit association pursuant to the Texas Business Organizations Code.

**"Base Assessment"** shall refer to Assessments levied on all Lots subject to Assessment under Governing Documents to fund Common Expenses for the general benefit of all Lots.

**"Board of Directors"** or **"Board"** shall be the body responsible for administration of the Association, as provided in the Bylaws.

**"Bylaws"** shall refer to the Bylaws of Shin Oak Bend Property Owners Association, Inc.

**"Class 'A' Member(s)"** shall be all Owners who are subject to membership in the Association except the Class "B" Member, if any.

**"Class 'B' Member"** shall be the Declarant until such time as the Class "B" membership terminates and is converted to Class "A" membership at which time the Declarant shall become a Class "A" Member for each Lot, if any, which it owns.

**"Class 'B' Control Period"** shall refer to the period of time during which the Class "B" Member is entitled to appoint, remove and replace a majority of the members of the Board. The Class "B" Control Period shall expire upon the first to occur of the following: (a) 90 days after the date as of which all Lots have been conveyed to Class "A" Members, (b) June 30, 2030, (c) when, in its discretion, the Class "B" Member so determines.

**"Common Area"** shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners or dedicated to the Association either by separate instrument or as shown on the Plat of the Property or any portion thereof filed or approved by Declarant.

**"Common Expenses"** shall mean expenses incurred, or anticipated being incurred, by the Association for the general benefit of all Owners, but shall not include expenses incurred during the Class "B" Control Period for initial development or construction costs incurred by the Declarant unless approved a majority of the total Class "A" votes of the Association.

**"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, or the minimum standards established pursuant to the Governing Documents, whichever is higher. Such standard shall be established initially by the Declarant and may include both objective and subjective elements.

**"Development Period"** shall mean the period of time beginning on the date that this Declaration is recorded, and terminating on June 30, 2030 during which time the Declarant may exercise its Development Period Rights (unless the Declarant terminates the Development Period prior to such time and declares so in a recorded instrument).

**"Development Period Rights"** shall mean generally those rights reserved to Declarant under this Declaration to (i) facilitate the development, construction, and marketing of the Development. Such rights include, without limitation, the right to: (i) amend the Governing Documents without the consent or approval of other Owners or mortgagees pursuant to the Governing Documents; and (ii) exercise any other rights reserved to the Declarant during the Development Period pursuant to the Governing Documents.

**"Dwelling"** shall mean the Primary Dwelling constructed on a Lot and intended for occupancy by a single family and any Secondary Dwelling constructed on a Lot and intended for occupancy by a single family who may or may not be related to the occupants of the Primary Dwelling. No more than two dwellings may be constructed on a Lot.

**"Governing Documents"** shall refer to this Declaration, the Bylaws, the Certificate of Formation, any rules and regulations, and policies.

**"Lot"** shall mean a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as one or two single-family residences. Some portions of the Common Area may be platted as a "lot" on the Plat; however, these lots shall be excluded from the definition of a Lot as used herein.

**"Majority"** shall mean fifty-one percent (51%) or more.

**"Member"** shall refer to a Person subject to membership in the Association.

**"Owner"** shall refer to one or more Persons who hold the record title to any Lot but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Contract sellers and mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through non-judicial or judicial foreclosure are to be considered Owners. The term "Owner" shall include Declarant.

**"Person"** shall mean a natural person, a corporation, a partnership, a trustee, a limited liability company, a limited liability partnership or any other legal entity.

**"Plat"** shall refer to the plat(s) of the Property recorded in the Real Property Records of Burnet County, Texas, as such plat(s) may be amended from time to time.

**"Primary Dwelling"** shall mean a detached residential single-family structure of no less than 1200 square feet for a single-story Dwelling and no less than 2000 square feet for a two-story Dwelling with no less than 2 bathrooms, 2 bedrooms, and 1 kitchen intended to be occupied by a single-family.

**"Property"** or **"Properties"** shall mean and refer to the real property described in **Exhibit "A"** attached hereto and all improvements, easements, rights, and appurtenances to the real property.

**"Recreational Vehicle"** shall mean a self-propelled motorhome, or travel trailer towed behind a vehicle, equipped with living quarters, including a bathroom, kitchen, and beds.

**"Resident"** shall mean and refer to any Person who inhabits a Dwelling, either permanently or temporarily, and may include, without limitation, Owners and tenants, and their respective family members, guests, caregivers, or invitees.

**"Rules and Regulations"** or **"Rules"** shall mean any written rules or regulations adopted and recorded by the Board with respect to Property, the Owners and Residents.

**"Secondary Dwelling"** shall mean (i) a detached residential structure of no more than 1,000 square feet with no more than 1 bathroom, 1 bedroom, and 1 kitchen that is aesthetically compatible with the Primary Dwelling; or (ii) a living quarters of no more than 1,000 square feet with no more than 1 bathroom, 1 bedroom, and 1 kitchen that is located within a detached structure that is not a Primary Dwelling.

## ARTICLE II - USE RESTRICTIONS

Section 2.1 **Single-Family Restrictions**. The Property shall be used only for Single-Family residential and related purposes consistent with the Governing Documents. No Dwelling shall be permanently occupied by more than a single family.

Section 2.2 **Residents Bound**. All provisions of the Governing Documents which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all Residents. Every Owner shall cause his or her Residents to comply with the Governing Documents and shall be responsible for all violations and losses to the Common Area caused by his or her Residents, notwithstanding the fact that the Association may sanction or hold the violator personally responsible for such violation or loss.

Section 2.3 **Common Area and No Partition**. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area which is intended for the exclusive use of the Property's Owners and Residents. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action seeking judicial partition without the written consent of all Owners and mortgagees.

Section 2.4 **Signs**. During and after the Development Period, the following signs may be displayed: (i) one sign not exceeding 1 square foot in size indicating that a Dwelling is monitored by a security company (ii) a political sign (one per candidate or ballot item) not exceeding 4 feet by 6 feet in size provided that such signs are ground-mounted, and are not erected more than 90 days in advance of the election to which they pertain and are removed 10 days afterwards, (iii) personal signs indicating social events, birth announcements and similar type signs provided they are removed within ten days after installation; (iv) personal signs indicating school affiliations maintained during the school year; (v) contractors' signs used for advertising work performed on a Lot provided that such signs shall be removed within ten days following completion of the contractor's work and (vi) one professional real estate sign of not more than five square feet advertising a Lot for sale or rent, but only inasmuch as the Lot has a fully constructed and completed Dwelling on the Lot. After termination of the Development Period, one professional real estate sign of not more than five (5) square feet advertising a Lot for sale or lease shall be permitted. The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the Governing Documents or which, in the Board's sole discretion, are unsuitable for the community, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The Developer, any Builder, or the Association shall not be bound by Section 2.4.

Section 2.5 **Parking and Prohibited Vehicles**.

(a) **Parking**. Owners and Residents must park their vehicles in the driveway or garage of the Owner. Guests may temporarily park their vehicles on the street during the period of their visit.

(b) **Prohibited Vehicles and Equipment**. Vehicles used for the purpose of transporting inflammatory or explosive material are prohibited within the Property. Commercial type machinery or equipment, tractors, mobile homes, Recreational Vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and watercraft trailers shall not be parked within the Properties unless they are kept inside a closed garage or in a location not visible from a street or another Lot. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages or located in an area not visible from a street or another Lot.

Section 2.6 **Animals and Pets**. No animals, livestock or poultry may be raised or kept for commercial purposes on any portion of the Property. Structures designed to keep or contain pets,

including dog houses, animal pens, dog runs and the like, must be approved by the ARC and placed in a location on the Lot that is not visible from outside the Lot.

Section 2.7 **Quiet Enjoyment**. Nothing shall be done or maintained on any part of a Lot which is illegal, which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Residents of other Lots.

Section 2.8 **Unightly or Unkempt Conditions**. No part of a Lot shall be used to store junk or other unsightly material. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times.

Section 2.9 **Antennas**. Any exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite, internet, or other signals of any kind collectively referred to as "**Permitted Devices**" shall be one meter or less in diameter or diagonal measurement; and maybe placed on a Lot provided that any such Permitted Device is placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received.

Section 2.10 **Clotheslines, Garbage Cans, Tanks, etc.** Permanent clotheslines and clothesline supports are not permitted. All garbage containers shall be stored out of sight so as to not be visible from the street or other Lots except that garbage and trash cans may be placed at the designated pickup location not more than twenty-four (24) hours prior to the pickup time and must be removed and stored within twenty-four (24) hours after the pickup time. All rubbish, trash and garbage shall regularly be removed from the Property and shall not be allowed to accumulate.

Section 2.11 **Time Sharing**. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 2.12 **Tents, Mobile Homes and Temporary Structures**. Except as otherwise permitted in this Declaration, no tent, shack, mobile home, or similar structure, whether temporary or permanent, shall be placed upon a Lot. Storage sheds or greenhouses may be placed upon a Lot provided they are approved pursuant to this Declaration or the Governing Documents. Party tents or similar temporary structures may be erected for a limited period of time for special events. Except during the construction of a Dwelling on a Lot as permitted by **Section 3.1** of this Declaration, no thing or structure on such Lot may be occupied as a Dwelling at any time by any Person other than the Dwelling and Secondary Dwelling as defined.

Section 2.13 **Lighting**. No exterior lights shall be installed in such a manner that creates an obnoxious condition outside the Lot and which disturbs the peace, quiet, safety, comfort, or serenity of the Residents of other Lots.

Section 2.14 **Grading, Drainage and Septic Systems**. The Declarant hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the Owner's consent.

Section 2.15 **Business Use**. Any business, trade or similar activity conducted in or from a Lot must not be apparent or detectable by sight, sound or smell from outside the Lot and must be consistent with the residential character of the Property, as determined in the sole discretion of the Board.

Section 2.16 **Subdivision and Consolidation of Lots**. No Lot may be further subdivided. An Owner of adjoining Lots may consolidate those Lots into one site for the purpose of the construction of a Dwelling, however, the Lots shall remain legally independent, and the Association shall levy assessments on each individual Lot; Lots shall not be combined for the purpose of reducing assessments.

Section 2.17 **Mineral Operations**. No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any Lot.

### **ARTICLE III - CONSTRUCTION STANDARDS**

Section 3.1 **Permitted Structures**. A Lot may be used only for approved site-built single family residential Dwellings and approved structures. A Recreational Vehicle may only be used as a residence while a Dwelling is being constructed on a Lot. The Recreational Vehicle must be located behind the construction of the Dwelling. Installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot is prohibited. Moving a previously constructed dwelling onto a Lot is prohibited.

Section 3.2 **Maximum Height**. The maximum height of a Dwelling is two (2) stories.

Section 3.3 **Required Area**. The total area of the Primary Dwelling, excluding porches, garages, or carports, must be at least 1200 heated and cooled square feet for a one-story Primary Dwelling and must be at least 2000 heated and cooled square feet for a two-story Primary Dwelling.

Section 3.4 **Location on Lot**. No Dwelling or structure may be located in violation of the building setbacks. Each Dwelling must generally face toward a street within the Property. All structures must be located behind a line running along the rear wall of the Primary Dwelling and extended to each side lot line, with the exception of a separate garage. All structures shall be of new construction. No Dwelling or structure of any kind (including but not limited to overhangs, decks, pools, garden sheds, barbeque pits, playscapes, and other outbuildings) shall be located on any Lot nearer than seventy-five (75) feet to the front property line, nor closer than fifty (50) feet to any side property line, nor closer than thirty-five (35) feet to the rear property line.

Section 3.5 **Garages**. Each Lot must have at least a two-car garage accessed by a driveway. The garage may be a separate structure. If a separate structure, the garage must be located behind the front wall of the Primary Dwelling and must meet the exterior building material requirements outlined in 3.9 of this Declaration.

Section 3.6 **Carports**. Carports shall not be permitted on the Lots.

Section 3.7 **Fences**. Fences or walls shall be constructed of masonry, wrought iron, metal, pipe, purlin, or ranch fencing with t-posts. Chain link fence, nor any fence above the height of 6' shall

not be permitted. Wood privacy fence shall only be permitted if located behind the front wall of the Residence. Declarant or the ARC must review and approve any fence, hedge, wall, dog run, or animal pen design before it can be erected.

Section 3.8 **Maintenance and Landscaping**. Each Owner shall prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall be required to landscape the area around the Dwelling.

Section 3.9 **Exterior Walls**. Any Primary Residence that is constructed with exterior walls made of metal shall have, at a minimum, a stone façade built to a minimum of 3 feet high, abutted and secured to the metal exterior, at the front and side elevations of the Residence.

Section 3.10 **Driveways and Sidewalks**. All driveways and sidewalks must be an all-weather road and must be completed prior to occupancy of the Primary Dwelling. Driveways must be constructed with a concrete approach being a minimum of 12 feet in width and a minimum of 20 feet in length from the point of connection to the asphalt at the street toward the Primary Dwelling. Driveways shall not be located nearer than thirty-five (35) feet to any side property line. Driveways are to be constructed in a manner that material used in the driveway does not enter the street anytime. A driveway must be constructed, laid, and maintained from the Primary Dwelling to the street. Access to Lots is restricted to a street within the Property, and no Lot shall be accessed from a county road.

Section 3.11 **Pools**. No above-ground swimming pools shall be erected, constructed, or installed on any Lot except for “kiddie” or “wading pools” less than five feet (5’) in diameter and no more than twelve inches (12”) deep may be used seasonally provided that it is drained of water and stored out of sight when not in use. Jacuzzis, whirlpools, or spas approved pursuant to Article IX of the Declaration shall not be considered an above-ground pool for the purposes hereof. Pools and pool equipment must be contained entirely within the fenced backyard of the Lot and pool equipment must be screened from view.

Section 3.12 **Grading, Drainage and Septic Systems**. No Person shall alter the grading of any Lot without prior approval pursuant this Declaration and the Governing Documents. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, drainage ditches and culverts.

Section 3.13 **Air-Conditioning Units**. No window air-conditioning units may be installed in any Lot. Air-conditioning units must be screened from public view.

Section 3.14 **Playground and Recreational Equipment**. No jungle gyms, swing sets, similar playground equipment, tennis courts or such other recreational facilities or equipment shall be erected or installed on any Lot unless located behind the Primary Dwelling. Notwithstanding the foregoing, permanent basketball hoops and backboards may be located in front of the Primary Dwelling if installed in compliance with this Declaration and the Governing Documents.

Section 3.15 **Window Treatments**. All window treatments within a Dwelling that are visible from the street or another Dwelling must be maintained in good condition and must not detract from the

appearance of the Property. The ARC may require an Owner to change or remove a window treatment that the ARC determines to be inappropriate or unattractive. The ARC may prohibit the use of certain colors or materials for window treatments.

Section 3.16 **Standby Electric Generators**. All installations of a standby electric generator (the “**device**”) must be approved prior to installation by the ARC pursuant to this Declaration and the Governing Documents. If the proposed device and installation meets or exceeds the requirements set forth as follows, such installation and continued operation of the device shall be approved: (i) the device and installation complies with all manufacturer’s specifications and all applicable governmental health, safety, electrical and building codes; (ii) all electrical, plumbing and fuel line connections must be installed by licensed contractors; (iii) the device must be screened from view. Standby electric generators may not generate all or substantially all of the electrical power to a Dwelling, except when utility-generated electrical power to the Dwelling is not available or is intermittent due to causes other than nonpayment for utility services to the Dwelling.

Section 3.17 **Rain Barrels**. Rain Barrels or rainwater harvesting systems may be installed under the following conditions: (i) such device shall not be installed in or on property owned by the Association, owned in common by the Owners of the Association, or located between the front of the Owner’s home and an adjoining or adjacent street; (ii) the barrel or system shall not be of a color other than a color consistent with the color scheme of the Owner’s Primary Dwelling; (iii) the barrel or system shall not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured. An Owner must receive written approval from the ARC prior to installing any rain barrel or rainwater harvesting system.

Section 3.18 **Solar Energy Devices**. An Owner may not install a solar energy device that: (i) threatens the public health or safety or violates a law; (ii) is located on property owned or maintained by the Association; (iii) is located on property owned in common by the Owners of the Association; (iv) is located in an area on the Owner’s property other than on the roof of the Dwelling or of another structure allowed by the Board; or in a fenced yard or patio owned and maintained by the Owner. Any solar energy device or system shall be approved by the ACC prior to installation.

Section 3.19 **Flags**. An Owner or Resident may display a flag on his or her Lot if the display is visible from a street or common area provided that (i) the flag is a flag of the United States of America, (ii) the flag of the State of Texas; (iii) an official or replica flag of any branch of the United States armed forces; (iv) a flag of an educational institution. A flagpole may be attached to a Dwelling or may be a freestanding flagpole not be is greater than twenty feet (20’) in height. (vii) the display of a flag or the location and construction of the supporting flagpole must comply with, easements and setbacks of record. Any flag displayed must not be greater than 5’ x 7’ in size, and any lights installed to illuminate a displayed flag may not, due to their size, location or intensity, constitute a nuisance. Prior to erecting or installing a flag and/or flagpole, an Owner must submit plans and specifications to and receive the written approval of the ARC. Any flags not meeting the above standards must receive the express written approval of the ARC prior to installation.

Section 3.20 **Religious Displays**. An Owner or Resident may not display or affix a religious item on the Owner’s or Resident’s Lot or Dwelling which: (i) threatens the public health or safety (ii)



contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; (iii) violates any applicable building line, right-of-way, setback, or easement; or (iv) is attached to a utility sign, pole, or fixture. An Owner or Resident may not display or affix a religious item on property owned or maintained by the Association.

Section 3.21 **Lot Identification**. Lot address numbers and name identification must be aesthetically compatible with the Property.

#### **ARTICLE IV - ARCHITECTURAL STANDARDS**

Section 4.1 **General**. No structure shall be placed, erected or installed upon any Lot and no improvements shall take place except in compliance with this Article. No prior approval shall be required to remodel the interior of structures on a Lot, nor shall approval be required to repaint or repair the exterior of structures on a Lot if done so in accordance with previously approved specifications. This Article shall not apply to the construction activities of the Declarant or the Association nor to improvements to the Common Area by or on behalf of the Association.

Section 4.2 **Architectural Review**. Responsibility for administration of the Construction Standards and review of all applications for construction and modifications under this Article shall be handled by the Architectural Review Committee (the "**Committee**" or "**ARC**".) The ARC shall consist of three (3) persons. Until 100% of the Lots shown on the Plat, as it may be amended from time to time, have been conveyed to Class "A" Members, the Declarant retains the right to appoint all members of the ARC who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument executed by Declarant and recorded in the Burnet County Deed Records. Upon the expiration of such right, the Board shall appoint the members of the ARC, who shall serve and may be removed at the discretion of the Board; provided that the Board may not appoint a person to the ARC who is also serving as a Board member, is the spouse of a Board member, or resides with a Board member.

Section 4.3 **Application of Construction Standards**. Approval by the ARC is required for any addition or modification to the external appearance of a Lot or any structure or improvement on a Lot. The approval requirements are all-encompassing and include, by way of illustration and not limitation to, any landscaping, repainting of a structure, the placement of any object on a Lot, and the erection of any fence. All Owners are responsible for obtaining the necessary review and approvals to comply with the terms of the Declaration. Each application is reviewed on an individual basis. If an Owner proceeds with any modification prior to approval by the ARC, the Owner runs the risk of having to correct any violation at his or her own expense.

Section 4.4 **Application for Review**. Applications for review must be made on the form prescribed for this purpose. The form should be submitted to the Association and must be delivered by US Postal, email or completed online, if available. Approval of a modification by the ARC shall be made by a written document, which should be preserved by the applying Owner. The ARC shall have 30 days from receipt of the complete submittal to reply with a denial or approval. The procedural rules applicable to the ARC are further described in the Governing Documents.

Section 4.5 **Procedures**. Except as otherwise provided in this Article, no Work shall commence on any Lot until an application for approval has been submitted to and approved by the ARC in writing. Such application shall be in the form required by the ARC and shall include plans and specifications ("**Plans**") showing the site layout, structural design, exterior elevations, exterior materials, colors, landscaping, and other features of proposed construction. The ARC may require the submission of such additional information as it deems necessary to consider any application.

Section 4.6 **Time Period for Review**. The ARC shall, within 30 days after receipt of each required submission of Plans, advise the submitting party, in writing, at an address specified by such party at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans. If the Plans are denied, the notice of denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must: (i) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvement required as a condition to approval; and (ii) inform the owner that the owner may request a hearing under **Section 4.7** on or before the 30th day after the date the notice was mailed to the Owner. In the event the ARC fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, the applicant may give the ARC written notice of such failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval shall be deemed APPROVED. All approved construction must strictly conform to the requirements and specifications contained in this Declaration.

Section 4.7 **Appeal**. The Board shall hold a hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required. During a hearing, the Board or the designated representative of the Association and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under **Section 4.8**. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with this Declaration.

Section 4.8 **Notice**. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is deposited with the United States Postal Service. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery. Electronic delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of the electronic transmission.

Section 4.9 **Commencement and Completion of Work**. Approved work shall commence within 90 days of the ARC's approval of the application, and shall be completed within 90 days (save and except the construction of a swimming pool or a Secondary Dwelling which shall be completed within six months, and the construction of the Primary Dwelling which shall be completed within 12 months) unless the Owner requests an extension in writing prior to the expiration of the timeline and such extension request is approved in writing by the ARC. If, after approval, work does not commence within 90 days, such approval shall expire, and the work must have approval granted once again by the ARC prior to commencement.

Section 4.10 **Owner's Right to Build**. The fact that construction of a Dwelling may not commence or be completed for a period of months or years does not diminish or extinguish an Owner's right to construct a Dwelling or other improvements on a Lot. Neighboring Owners to a vacant Lot acquire no right to the continued existence of a vacant Lot during the period of inactivity.

Section 4.11 **Variances**. The ARC may authorize variances from compliance with this Declaration when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances must be in writing to be deemed effective.

Section 4.12 **Limitation of Liability**. Review and approval of any application pursuant to this Article is made based on aesthetic considerations only, and the ARC, the Association, a Builder, the Declarant, Declarant's affiliates (as defined by Section 82.003(a)(1) of the Texas Property Code) shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction methods, compliance with building codes, or the like.

Section 4.13 **Enforcement**. Any Work performed in violation of this Declaration shall be deemed nonconforming. Upon written request from the Board, the Declarant or the ARC, Owners may be required to, at their own cost and expense, cure such nonconforming Work or remove such structure or improvement and restore the Lot to substantially the same condition as existed prior. The Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Section 4.14 **Notice of Violation**. To evidence any violation of the Governing Documents as to a particular Lot, the Board may file in the Deed Records of Burnet County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association.

## **ARTICLE V - MEMBERSHIP AND VOTING RIGHTS**

Section 5.1 **Membership**. Every Owner is a Member of the Association. In the event a Lot is owned by more than one Person, co-Owners shall be entitled to the privileges of membership, except there shall only be one vote per lot as detailed in the Governing Documents.

Section 5.2 **Voting**. The Association shall have two classes of membership, Class "A" and Class "B", defined as follows: (a) **Class "A"**. Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership under the Governing Documents, except that there shall be only one vote per Lot. Where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine between themselves. The Lot's vote shall be suspended if the co-Owners cannot agree on how to exercise the vote. (b) **Class "B"**. The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to one (1) vote for each Lot which it owns. The Class "B" Member shall be entitled to appoint the members of the Board during the Class "B" Control Period, in the manner specified in the Bylaws.

**ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 6.1 **Common Area**. The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair as per the Governing Documents.

Section 6.2 **Duty to Accept Property Transferred by Developer**. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth in the Governing Documents. The Declarant and its designees may convey to the Association personal property and fee title, leasehold, or other interests in any improved or unimproved real estate located within the Property. Upon conveyance or dedication by the Declarant to the Association, such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Owners, subject to any restrictions set forth in the deed of conveyance. Upon written request of the Declarant, the Association shall re-convey to Declarant for nominal monetary consideration any unimproved portions of the Property originally conveyed by Declarant to the Association, to the extent conveyed in error or needed by Declarant to make minor adjustments in property lines.

Section 6.3 **Rules and Regulations**. The Board may adopt, amend, repeal, and enforce reasonable Rules and Regulations, and fines for infractions thereof, governing the Property, the Owners and Residents, the collection of assessments, the use and operation of the Lots, and the use and operation of the Common Area. Such rules and regulations shall be consistent with the rights and duties established by this Declaration and shall be binding upon Owners and Residents.

Section 6.4 **Compliance and Enforcement**. Owners and Residents shall comply with the Governing Documents. The Association shall be authorized to impose sanctions against the Owner for violations of the Governing Documents by the Owner or his or her Residents. Sanctions may include the following: (a) monetary fines, which fines shall constitute a lien upon the Owner's Lot; (b) suspending an Owner's right to vote except for voting in the election of Board members or on any matter concerning the rights or responsibilities of the Owner; (c) recording a Notice of Violation pursuant to **Section 4.14**; (d) levying a Specific Assessment pursuant to **Section 9.10**.

Section 6.7 **Indemnification**. The Association shall indemnify every officer, director and committee member to the full extent permitted by Section 8.001 *et seq.* of the Texas Business Organizations Code, as amended, and as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association.

Section 6.8 **Provision of Services**. The Association may provide services for the Owners and their Lots and shall be authorized to enter into and terminate contracts or agreements with other entities such as lawn care and landscape maintenance and similar services.

**ARTICLE VII - MAINTENANCE**

Section 7.1 **Common Area Maintenance Responsibility**. The Association shall maintain and keep in good repair the Common Area, and such maintenance shall include all portions of and all

structures and improvements situated upon the Common Area or an area shown on the Plat to be maintained by the Association, including, without limitation, the streets or roadways; streams and/or wetlands located within the Common Area which serve as part of the drainage for the Property, (provided that each Owner shall be responsible for maintenance and repair of any drainage improvements located on the Owner's Lot); the entrances to the Property constructed by the Declarant, including any signage, monuments, landscaping, electrical and water installations, planter boxes and fencing serving such entrances; all mailbox clusters, except for the locks and keys which shall be the Owner's responsibility to maintain.

Section 7.2 **Owner Responsibility**. Each Owner shall maintain his or her Dwelling and Lot and all landscaping, structures, and other improvements within the boundaries of the Lot in good order and repair, consistent with the Community-Wide Standard. Each Owner shall also be responsible for the cost of repairing, replacing, or cleaning up any item located in the Common Area which is necessitated by reason of the willful or negligent act of the Owner, or his or her family members, tenants, guests, invitees or contractors, with the cost thereof to be assessed against the Lot and the Owner as a Specific Assessment.

Section 7.3 **Standard of Performance**. Unless otherwise specifically provided in the Governing Documents, responsibility for maintenance shall include the responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard. Each Owner must (i) promptly remove all litter, trash, refuse, waste and debris; (ii) keep exterior lighting and mechanical facilities in working order; (iii) keep driveways in good repair and condition; (iv) promptly repair any exterior damage; (v) comply with all governmental health and police requirements; and (vi) not alter the drainage from the Lot or cause damage to adjoining Lots or Common Areas from improper drainage or over watering (such Owner being responsible for any damage resulting therefrom).

Section 7.4 **Repair of Damage**. Each Owner covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall repair the damaged or destroyed structure within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction and thereafter maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

## **ARTICLE VIII - INSURANCE AND CASUALTY LOSSES**

Section 8.1 **Association Insurance**. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or the most nearly equivalent coverages as are reasonably available, and premiums for such insurance shall be a common expense: (i) Blanket "all-risk" property insurance for all insurable improvements on the Common Area in the event of a casualty, including coverage for vandalism and malicious mischief, the face value amount of such insurance shall be sufficient to cover the full replacement cost of the insured property; (ii) commercial general liability insurance on the Common Area, insuring the Association and its Owners for damage or injury caused by the negligence of the Association or any of its Owners,

employees, agents, or contractors while acting on its behalf; such policy shall have a limit of at least \$1,000,000.00 per occurrence; (iii) commercial crime insurance, including fidelity insurance, covering all persons responsible for handling Association funds in an amount not less than one-sixth (1/6) of the annual Base Assessment on all Lots plus reserves on hand - fidelity insurance policies contain a waiver of all defenses based upon the exclusion of persons serving without compensation; (iv) director's and officer's liability coverage; and (v) such additional insurance as the Board, in its business judgment, determines advisable.

Section 8.2 **Policy Requirements**. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

Section 8.3 **Damage and Destruction**. In the event of damage or destruction of the Common Area, or other insured Association property, the Board or its duly authorized agent shall proceed with the filing and adjustment of claims and shall obtain estimates of the cost of repairs or reconstruction to bring the property to substantially the same condition in which it existed prior. The damaged property shall be repaired or reconstructed unless Owners representing at least (75%) of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within (60) days after the loss not to repair or reconstruct. If either (a) the amount of the insurance proceeds to be paid or (b) reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. Such extension shall not exceed (60) days.

Section 8.4 **Disbursement of Proceeds**. Any insurance proceeds remaining after paying the costs of repair or reconstruction to the Common Area or other insured Association property, shall be retained by and for the benefit of the Association and Owners in a capital improvements account.

## **ARTICLE IX - ASSOCIATION FINANCES**

Section 9.1 **Personal Obligation of Assessments**. Each Owner, by accepting a deed for a Lot, is deemed to covenant and agree to pay all Assessments authorized by the Governing Documents. All Assessments shall be the personal obligation of each Owner and a lien placed upon each Lot until paid in full. Upon the transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments or charges due at the time of conveyance.

Section 9.2 **Resale Certificate**. The Association shall, within (10) business days of the receipt of a written request from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of the Owner, furnish to such Person a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid Assessments against the Owner's Lot. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate and any updated certificate.

Section 9.3 **Time of Payment; Due Date**. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance annually on the 31<sup>st</sup> day of January of each calendar year.

Section 9.4 **No Exemption**. No Owner may waive or otherwise exempt himself from liability for any Assessments by non-use of Common Area, abandonment of the Lot or any other reason.

Section 9.5 **Budget**. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Association during the coming year. Contributions to the Association attributable to the Declarant shall be disclosed as a line item in the budget. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, with respect both to amount and timing of Base Assessments over the period of the budget.

Section 9.6 **Computation of Base Assessments**. The Base Assessment shall initially be set at \$525.00 annually per Lot to be levied equally against all Lots subject to assessment. After termination of the Declarant Control Period, the Base Assessment may not be increased in the aggregate by more than fifteen percent (15%) per annum unless a majority of the Class "A" Members consent to the increase at a meeting duly called for such purpose.

Section 9.7 **Notice**. The Board shall send notice of the amount of the Base Assessment to be levied pursuant to the Board approved budget, or the amount of any proposed increase to each Owner at least (30) days prior to the effective date of such increase. In the event the Board fails for any reason to determine the budget for any year, then the most recently in effect budget and Base Assessment shall continue in effect.

Section 9.8 **Budget Deficits; Declarant Subsidy**. Until termination of the Class "B" membership, the Class "B" Member shall be exempt from the payment of Assessments and the contribution to a reserve fund. The Declarant may pay to the Association monies in order to reduce or eliminate the difference between the amount of money collected on all other Lots subject to Assessment and the amount of actual expenditures incurred by the Association during the fiscal year (the "**budget deficit**"). After termination of the Class "B" Control Period, the Declarant shall pay Assessments on its unsold Lots, if any, in the same manner as any other Owner.

Section 9.9 **Special Assessments**. The Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment shall be levied against all Lots subject to assessment hereunder. During and after the Development Period, a Special Assessment may be levied by the Association with the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing at least 51% of the total Class "A" votes of the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments may be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 9.10 **Specific Assessments**. The Association shall have the power to levy Specific Assessments against a particular Lot as follows: (a) To cover costs incurred in bringing a Lot into compliance with the provisions of the Governing Documents; (b) for fines levied pursuant to the Governing Documents; (c) for damages caused to the Common Area by an Owner, his or her family members, tenants, guests, invitees, or contractors.

Section 9.11 **Lien for Assessments**. The Association shall have a lien against each Lot to secure payment of Assessments. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure (after first obtaining a court order in an application for expedited foreclosure as prescribed by law).

Section 9.12 **Date of Commencement of Assessments**. The obligation to pay Assessments shall commence upon conveyance of a Lot to a Class "A" Member. The initial Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time. Prior to the commencement of Assessments, Declarant shall be responsible for all operating expenses of the Association.

Section 9.13 **Capitalization of the Association**. Upon the initial acquisition of record title to a Lot by a Class "A" Member from the Declarant, a one-time contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount of \$1,000.00 ("**Capital Assessment**"). The Capital Assessment shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's designated account(s) and disbursed therefrom to the Association for use in covering operating expenses, capital expenditures and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 9.14 **Exempt Property**. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments: (a) All Common Area; (b) All property dedicated to and accepted by any governmental authority or public utility; (c) All Lots owned by the Declarant or the Association (such exemption shall terminate as to any Lots owned by the Declarant upon termination of the Class "B" membership).

## **ARTICLE X - EASEMENTS**

Section 10.1 **Maintenance Easement**. There is hereby reserved to the Association an easement for access over, across and upon each Lot (exclusive of the Dwelling) to a distance of not more than five feet (5'), as measured from any point on the common boundary along a line perpendicular to such boundary, to perform maintenance to any improvements required to be maintained by the Association hereunder. In exercising these easement rights, neither the Declarant nor the Association shall be liable to the Owner for trespass.

Section 10.2 **Construction and Sale Period Easement**. Notwithstanding any provisions contained in the Governing Documents, until expiration of the Development Period, Declarant reserves an easement across the Development to maintain and carry on, upon such portion of the Development as Declarant may reasonably deem necessary, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction, completion, management, maintenance, leasing, marketing or sale of such Lots.

Section 10.3 **Assumption of Risk and Indemnification**. Each Owner, by its purchase of a Lot in the vicinity of a pond, acknowledges the inherent dangers associated with living in proximity to a pond and hereby expressly assumes the risk of personal injury, property damage or other loss. Each Owner agrees that neither Declarant, any successor Declarant, any Builder, the Association,



nor any of their successors, successors-in-title or assigns, any entity managing the Property, any officer, director or partner of any of the foregoing, or any officer or directors of any partner, or any organizer or sponsor of any tournament or special event (collectively, for purposes of this **Section 10.3**, the "**Released Parties**") shall be liable to any Owner claiming any loss, injury or damage based upon, due to, arising from, directly or indirectly, or otherwise related to the proximity of such Owner's Lot to a pond, the management of a pond, or the exercise of the easement rights set forth in the Governing Documents, even if such loss, damage or injury is caused in whole or in part by the negligence of any of the Released Parties. Each Owner hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all such claims as set forth in the preceding sentence by Owner or Owner's lessees, licensees, invitees and employees with respect to tenants of such Owner's Lot for injury, loss or damage, whether known or unknown, foreseen or unforeseen, arising from or resulting from, directly or indirectly, acts or omissions of the Released Parties, even if caused in whole or in part by the negligence of the Released Parties. **THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST THEIR OWN NEGLIGENCE.**

Section 10.4 **Easement for Entry Features**. The Association is hereby granted a perpetual easement (the "**Entry Feature Easement**") over each Lot that abuts or contains a portion of the Property's formal entrances as shown on **Exhibit "B"** attached hereto and incorporated herein by reference. On recording of this Declaration, Declarant burdens any Lots on which the formal entrances are located with the Entry Feature Easement. This easement is perpetual. This easement will terminate, if the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform. The Association may unilaterally assign this easement, or any portion thereof, to the county if the county agrees to accept the assignment.

#### **ARTICLE XI - ADDITIONAL RIGHTS RESERVED TO DECLARANT**

Section 11.1 **General**. Without limiting the rights of the Declarant as otherwise provided by the Governing Documents, the Declarant shall have the following additional rights as Declarant, exercisable at Declarant's sole discretion, at any time during the Development Period:

(a) **Changes to Development Plan**. Declarant may modify from time to time the development plan applicable to the Properties to respond to changes or perceived changes in the marketplace, subject to the approval requirements of any governmental agency. Such changes may include, without limitation, (i) changes to this Declaration, the Bylaws, or any of the Governing Documents.

(b) **Marketing Activities**. Declarant reserves for itself an easement and right to place, maintain, locate, relocate, replace, remove or install from time to time signs, promotional materials, flyers, banners, or flags on the Property, including items and locations that may be prohibited to other Owners and Residents, for the purposes of promoting, identifying, and marketing the Property, Declarant's homes, lots, developments or other products located outside the Property. Declarant also reserves the right to sponsor marketing events—such as open houses, MLS tours, and broker parties—at the Property to promote the sale of Lots and Dwellings.

Section 11.2 **Additional Covenants**. No Person other than the Declarant shall record any declaration of covenants, conditions and restrictions, without Declarant's review and written

consent. Any attempted recordation without compliance herewith shall result in such instrument being void and of no force and effect.

Section 11.3 **Assignment**. Any or all of the Development Period Rights and obligations of the Declarant set forth in the Governing Documents may be transferred to other Persons; provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the Governing Documents. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the County Clerk Official Records of Burnet County, Texas.

Section 11.4 **Termination of Rights**. The rights contained in this Article shall not terminate until the earlier of (i) thirty (30) years from the date this Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

## ARTICLE XII - **GENERAL PROVISIONS**

Section 12.1 **Term**. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property, their respective legal representatives, heirs, successors and assigns in perpetuity from the date this Declaration is recorded.

Section 12.2 **Amendment By Class "B" Member**. In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Class "B" Member may unilaterally amend this Declaration for any purpose.

Section 12.3 **Amendment By Class "A" Member**. Except as provided above and otherwise specifically provided herein, this Declaration may be amended by the affirmative vote and/or written consent of Class "A" Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists.

Section 12.4 **General**. Any amendment shall be recorded in the County Clerk Official Records of Burnet County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

Section 12.5 **Consent of Class "B" Member**. No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 12.6 **Notice of Sale or Transfer of Title**. In the event of a sale or transfer of title to a Lot, the purchaser or transferee shall within seven (7) days of the date of the sale or transfer, provide the Association with written notice of the name, mailing address and email address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date of transfer, including assessment obligations, notwithstanding the transfer of title to the Lot.

Section 12.7 **Severability**. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

### **ARTICLE XIII - DISPUTE RESOLUTION**

Section 13.1 **Consensus for Association Action**. Except as provided in this Article, the Association may not commence a judicial or administrative proceeding without the approval of at least a majority of the Class "A" Members who are present and voting at a duly called meeting of the Association and the consent of the Class "B" Member, if such exists. This Article shall not apply, however, to (i) actions brought by the Association to enforce any of the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to *ad valorem* taxation; (iv) counterclaims, cross-claims or other challenges brought by the Association in proceedings instituted against the Association, or (iv) actions to obtain a temporary restraining order or equivalent emergency relief when circumstances do not provide the Board with sufficient time to seek and obtain the prior consents of Owners.

Section 13.2 **Action Against Declarant, Officer, or Director**. The Association may not commence a judicial or administrative proceeding against the Declarant, the Class "B" Member, or a Declarant-appointed officer or director of the Association, without the approval of at least seventy-five percent (75%) of the Class "A" Members who are present and voting at a duly called meeting of the Association. Prior to the Association or any Owner commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Board, or the particular Owner, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 13.3 **Right to Settle**. The Association may unilaterally negotiate, settle, or compromise any legal or administrative proceeding, and may execute any documents related thereto, including settlement agreements and releases of claims.

Section 13.4 **Alternative Method for Resolving Disputes**. Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all Persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "**Bound Party**") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Each Bound Party covenants and agrees to submit those claims, grievances or disputes described in **Section 13.5** (collectively, "**Claims**") to the procedures set forth in **Section 13.6**.

Section 13.5 **Claims**. Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of **Section 13.6**. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of **Section 13.6**: (a) any action taken by the Association against any Bound Party to enforce the provisions of the Governing Documents, including, without limitation, any action to collect unpaid Assessments from a Bound Party; (b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and

such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of the Governing Documents; (c) any suit between or among Owners, which does not include Declarant, the Class "B" Member, or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and (d) any suit in which any indispensable party is not a Bound Party.

**Section 13.6. Mandatory Procedures.**

(a) **Notice.** Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") (the Claimant and Respondent referred to herein being individually, as a "**Party**", or, collectively, as the "**Parties**") shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

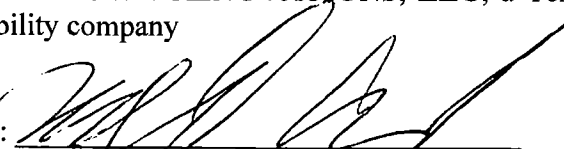
(b) **Negotiation and Mediation.** (i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation. (ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), Claimant shall have ten (10) days to submit the Claim to mediation under the auspices of a mediation center or individual on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator or an elected judge unless both parties agree to waive these requirements. (iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant. (iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). Thereafter, Claimant may file or initiate legal or administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with **Section 13.6** and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in **Section 13.6**. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees, and court costs.

*Signature on following page.*

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Declaration on the 20<sup>th</sup> day of November, 2023.

DECLARANT: **HOMETOWN RENOVATIONS, LLC**, a Texas limited liability company

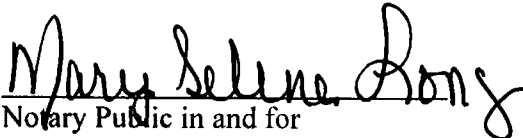
By:   
Todd Cox, Managing Member

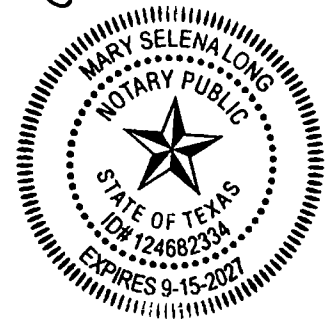
**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF ~~BURNET~~   §  
  Williamson

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **TODD COX**, Managing Member of **HOMETOWN RENOVATIONS, LLC**, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20<sup>th</sup> day of November, 2023.

  
Notary Public in and for  
the State of Texas  
My Commission Expires: 9-15-27



**EXHIBIT "A"**

**Property Subject to Declaration**

**EXHIBIT "A"****Property Subject to Declaration**

Being 227.49 acres of land, more or less, out of the Archibald S. Lewis Survey No. 72, Abstract No. 567, Burnet County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**Exhibit "A"**

Field Notes of 227.49 Acres being all of a 227.486 acre tract, Exhibit 'C' - Tract 3, Volume 358, Page 55 Deed Records of Burnet County, Texas and out of the Archibald S. Lewis Survey, Abstract 567, Burnet County, Texas.

BEGINNING at a point in County Road 252, the ostensible west line of the Lewis Survey, for the upper southwest corner of a 227.486 acre tract, Exhibit 'B' - Tract 2, Volume 358, Page 55 Deed Records of Burnet County, Texas, and the northwest corner of the subject tract, a 60D nail found in 3" cedar post in the ostensible west line of the Lewis Survey bears N 19°58'50" W 23.44 feet and a 1/2" iron pin found in the north line of a 325.75 acre tract, Volume 674, Page 543 Real Property Records of Burnet County, Texas bears S 87°50'08" W 361.53 feet.

THENCE with the upper south line of Tract 2, the upper north line of Tract 3, and generally in C.R. 252:  
 N 54°28'28" E 190.29 feet;  
 N 54°36'29" E 265.48 feet;  
 N 56°00'32" E 148.52 feet to a point for the upper northwest corner of Tract 3, an interior corner of Tract 2, and the upper northeast corner of the subject tract.

THENCE S 20°15'58" E, with the lower west line of Tract 2 and the upper east line of Tract 3; at 12.03 feet pass a 5/8" iron pin set by a 9" cedar post; continuing generally with the fence a total of 2693.92 feet to a 5/8" iron pin set by a 6" cedar post for the lower southwest corner of Tract 2 and an interior corner of Tract 3.

THENCE N 69°45'12" E, with the lower south line of Tract, the lower north line of Tract 3, and generally with the fence, 2081.44 feet to an 8" cedar post found in the ostensible east line of the Lewis Survey, the west line of Rocky Mountain Ranch No. 4 Subdivision, Cabinet 3, Slide 100 C&D - 101 A Plat Records of Burnet County, Texas, for the southeast corner of Tract 2, the lower northeast corner of Tract 3, and the lower northeast corner of the subject tract.

THENCE with the ostensible east line of the Lewis Survey, the west line of Rocky Mountain Ranch No. 4, the lower east line of Tract 3, and generally with the fence, S 20°42'22" E 1634.21 feet to a 1/2" found iron pin and S 20°27'22" E 1460.02 feet to a 2-7/8" pipe post found for the ostensible southeast corner of the Lewis Survey, an interior corner of Rocky Mountain Ranch No. 4, the southeast corner of Tract 3, and the southeast corner of the subject tract.

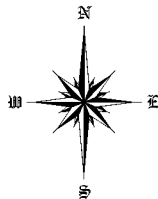
THENCE with the ostensible south line of the Lewis Survey, the north line of Rocky Mountain Ranch No. 4, the south line of Tract 3, and generally with the fence, S 69°39'47" W 1316.04 feet to a 1/2" iron pin found by an 8" cedar post in the north line of Rocky Mountain Ranch No. 5, Cabinet 3, Slide 143 C&D Plat Records of Burnet County, Texas and S 69°32'39" W 1399.75 feet to a 5/8" iron pin found by a 10" cedar post in the north line of a 5.478 acre tract, Volume 309, Page 781 Deed Records of Burnet County, Texas, for the ostensible southwest corner of the Lewis Survey, the southeast corner of the 325.75 acre tract, the southwest corner of Tract 3, and the southwest corner of the subject tract, a 6" cedar post found for the northwest corner of the 5.478 acre tract bears S 69°28'52" W 415.92 feet.

THENCE with the ostensible west line of the Lewis Survey, the east line of the 325.75 acre tract, the west line of Tract 3, and generally with the fence, N 19°53'30" W 2272.77 feet to a 60D nail in an 8" treated post and N 19°58'50" W; at 3358.56 feet pass 0.48 feet left of a 5/8" set iron pin; continuing a total of 3372.84 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**

**Entry Feature Easement**





COUNTY ROAD 252

FUTURE R.O.W. DEDICATED

POINT OF BEGINNING

TRACT 2: 227.436 AC  
BALINE 2015 IRREVOCABLE TRUST  
(LIFE ESTATE RESERVED TO  
ATHLEEN RODGERS BLAINE)  
DOC. NO. 201508691-O.P.R.B.C.

0.267± AC.  
ENTRY FEATURE  
EASEMENT

CALLED 227.49 ACRES  
HOMETOWN RENOVATIONS, LLC.  
DOC. NO. 202205081 O.P.R.B.C.

"TIMOTHY HAY"  
5521"

POINT OF COMMENCEMENT

FUTURE R.O.W. DEDICATED

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S24°36'29"W	161.46'
L2	S69°29'30"W	72.70'
L3	N65°37'28"W	68.93'
L4	N20°35'33"W	21.60'
L5	S54°35'47"W	42.92'

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	7074.13'	244.82'	244.81'	N54°01'19"E
C2	3951.03'	98.42'	98.42'	S57°21'03"W

SCHUNCK FAMILY  
RANCH, LLC.  
325.75 ACRES  
DOC. NO. 201502551  
O.P.R.B.C.

**NOTES:**  
1) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

## BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING 0.267 ACRE ENTRY FEATURE EASEMENT OUT OF THE ARCHIBALD S. LEWIS SURVEY, ABSTRACT NO. 567, BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 227.49 ACRE TRACT OF LAND, DESCRIBED IN DOCUMENT TO HOMETOWN RENOVATIONS, LLC, RECORDED IN DOCUMENT NO. 202205081 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.267 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS OF EVEN DATE TO ACCOMPANY THIS SURVEY.

SUBJECT TO CURRENT TERMS AND CONDITIONS OF LAND USE AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES, SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.

I HEREBY CERTIFY EXCLUSIVELY TO ECKERMANN ENGINEERING THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2022, CUPLIN & ASSOCIATES, INC. ©.



*K.C. LUST*  
K.C. LUST, R.P.L.S. NO. 5273

DATED 11/23/2022

SHEET 1 OF 2	PROJ NO. 22409
	PREPARED FOR: ECKERMANN ENGINEERING
	TECH: P. LANGDON
	APPROVED: K.C. LUST
	FIELDWORK PERFORMED ON: 04/20/2022
COPYRIGHT: 2022 PROFESSIONAL FIRM NO: 10126900	

1500 OLLIE LANE  
MARBLE FALLS, TX. 78654  
PH. 325-388-3300/830-693-8815  
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'

2	
1	
DATE	NO. DESCRIPTION
<b>REVISIONS</b>	

Prepared For: Eckermann Engineering  
Project No. 22409  
Date: 11/23/2022

**BEING 0.267 ACRE ENTRY FEATURE EASEMENT OUT OF THE ARCHILBALD S. LEWIS SURVEY, ABSTRACT NO. 567, BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 227.49 ACRE TRACT OF LAND, DESCRIBED IN DOCUMENT TO HOMETOWN RENOVATIONS, LLC, RECORDED IN DOCUMENT NO. 202205081 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.267 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 5/8" iron pin found at an inner 'ell' corner of said 227.49 acre tract, at the southwest corner of a called Tract 2, 227.486 acres, described in document to Baline 2015 Irrevocable Trust, Recorded in Document No. 201508691 of the Official Public Records of Burnet County, Texas;

**THENCE** North 20°35'33" West, along the east line of said 227.49 acre tract, the west line of said Tract 2, a distance of 2671.31 feet to a 1/2" iron pin set with plastic cap stamped "CUPLIN";

**THENCE** over and across said 227.49 acre tract, the following courses and distances:

- 1) Along a curve to the left having a radius of 3951.03, an arc length of 98.42', a chord bearing of South 57°21'03" West, and a chord length of 98.42' to a calculated point;
- 2) South 54°35'47" West, a distance of 42.92 to a calculated point at the northeast corner and at the true **POINT OF BEGINNING** hereof;

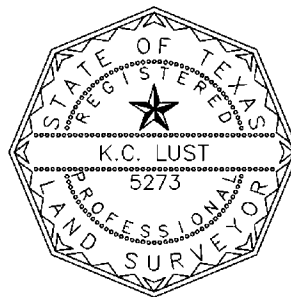
**THENCE** over and across said 227.49, the following courses and distances:

- 1) South 24°36'29" West, a distance of 161.46' to a calculated point in the south line hereof;
- 2) South 69°29'30" West, a distance of 72.70' to a calculated point in the south line hereof;
- 3) North 65°37'28" West, a distance of 68.93' to a calculated point at the southwest corner hereof;
- 4) Along a curve to the right having a radius of 7074.13', an arc length of 244.82', a chord bearing of North 54°01'19" East, and a chord length of 244.81' to the **POINT OF BEGINNING**, containing 0.267 acre, more or less.

I HEREBY CERTIFY EXCLUSIVELY TO ECKERMANN ENGINEERING THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2022, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.

  
K.C. LUST  
Registered Professional Land Surveyor No. 5273

Dated: 11/23/2022



**THE STATE OF TEXAS  
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202311521 AMD  
11/20/2023 12:54:40 PM Total Fees: \$126.00

Vicinta Stafford, County Clerk  
Burnet County, Texas

*Vicinta Stafford*

