

12-004406

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TURNING STONE SUBDIVISIONS

GUADALUPE COUNTY, TEXAS

NOTICE: ADDITIONAL REQUIREMENTS, OBLIGATIONS AND GUIDELINES APPLICABLE TO TURNING STONE SUBDIVISION, UNITS E-1 AND W-1 ARE CONTAINED IN SUPPLEMENTAL DECLARATIONS ("SUPPLEMENTAL DECLARATION(S)"); DESIGN GUIDELINES ("RDG"); RULES AND REGULATIONS ("REGULATIONS"); AND THE CERTIFICATE OF FORMATION ("CERTIFICATE") AND BYLAWS ("BYLAWS") OF TURNING STONE OWNERS ASSOCIATION, INC. ("ASSOCIATION") WHICH IS A MANDATORY ASSOCIATION. EACH OF THESE DOCUMENTS FORM AN INTEGRAL PART OF THIS DECLARATION. THE SUPPLEMENTAL DECLARATIONS, RDG, REGULATIONS, CERTIFICATE AND BYLAWS MAY BE AMENDED AND MODIFIED, FROM TIME TO TIME, AND ALL OWNERS OF LOTS WITHIN TURNING STONE SUBDIVISION, UNITS E-1 AND W-1 SHALL BE SUBJECT TO THE REQUIREMENTS OF SUCH DOCUMENTS, AS AMENDED. EACH OWNER OR PROSPECTIVE OWNER OF A LOT WITHIN TURNING STONE SUBDIVISION, UNITS E-1 AND W-1 IS URGED TO CAREFULLY REVIEW AND ADHERE TO THE SUBMITTAL REQUIREMENTS CONTAINED WITHIN THIS DECLARATION, A SUPPLEMENTAL DECLARATION AND THE RDG RELATIVE TO THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS WITHIN TURNING STONE SUBDIVISION, UNITS E-1 AND W-1 IN ORDER TO AVOID UNNECESSARY DELAY AND EXPENDITURES; ADHERENCE TO THE SUBMITTAL REQUIREMENTS AND APPROVAL PROCESS IS MANDATORY. ALL OF THE DOCUMENTS REFERENCED HEREIN AND ANY AMENDMENTS THERETO ARE AVAILABLE UPON REQUEST FROM THE ASSOCIATION. EACH OWNER OR PROSPECTIVE OWNER OF A LOT WITHIN TURNING STONE SUBDIVISION, UNITS E-1 AND W-1 SHOULD CAREFULLY EXAMINE EACH OF THE REFERENCED DOCUMENTS, IN ADDITION TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

GF# 52-2085

Branch

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PP \$ 176.00

Closes Initials

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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TURNING STONE SUBDIVISIONS

GUADALUPE COUNTY, TEXAS

THIS DECLARATION, is made by Blanton Development Company, a Texas corporation, hereinafter referred to as "Declarant" for the Turning Stone Subdivisions, located in Guadalupe County, Texas, and pertaining to the "Properties" defined herein.

Whereas, Declarant (as defined in Article 1, Division 1.1), on the date hereof is the owner of certain real property located in Guadalupe County, Texas; and

Whereas, Declarant desires to create thereon a residential community with designated "Lots" (as the term "Lot" is defined herein) for the benefit of the present and future Owners of said Lots; and

Whereas, Declarant intends to construct a swimming pool, cabana, and other amenities of Declarant's choice in later phases of the development; and

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

Whereas, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities, Drainage Area(s) and Common Area, if any, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Declarant covenants that Turning Stone Owners Association, Inc. will be incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to Turning Stone Subdivision, Units E-1 and W-1 and any additional properties added thereto pursuant to the provisions hereof and Declarant desires to conform the restrictions on the use of the herein described real property as necessary for the purpose of subjecting said property and the owners thereof to the jurisdiction of Turning Stone Owners Association, Inc.;

Whereas, Declarant may desire to impose additional restrictions to protect and preserve the character of specific portions within the Properties and may adopt Supplemental Declarations containing additional covenants, conditions, restrictions, easements, charges and liens, each and all of which will be for the benefit of that portion of the Properties within such specific portions of the Properties and of the present and future owners of Lots (as hereinafter defined) within such portion of the Properties; and

Now, Therefore, Declarant declares that the real property above-described, and such additions thereto as may hereafter be made pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth as well as those previously filed of record to the extent the same are not abrogated or superseded herein.

ARTICLE I. ADMINISTRATIVE PROVISIONS

Division 1.1 Definitions. The following words and terms when used in this Declaration shall have the following meanings:

“Annexation Area” shall mean and refer to the real property which is, or may be, owned by Declarant for subdivision and development as a Unit in Turning Stone.

“Annual Assessment” shall mean and refer to a charge against each Owner and his Lot made by the Association in accordance with and for the purposes set forth in Article 2, Division 2.4.

“Appointing Authority” shall mean Declarant for as long as there are one or more Unimproved Lots. Thereafter, it shall mean the Board. Declarant shall also have the right and authority at any time to assign to the Board the obligations, authority and position of Appointing Authority. Any such assignment shall be effective upon the expiration of ninety (90) days after receipt by any member of the Board of written notice of such assignment.

“Architectural Control Committee” or “ACC” shall mean and refer to the committee created hereinafter, subject to the provisions of Article 3 hereof, by Declarant.

“Assessments” shall mean and refer to the Annual Assessment, Special Assessment, and Individual Assessment, either singularly or collectively.

“Association” shall mean and refer to Turning Stone Owners Association, Inc., its successors and assigns as provided herein.

“Board of Directors” or “Board” shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Certificate of Formation and Bylaws of the Association.

"Bylaws" shall mean and refer to the Bylaws of the Association as they may, from time to time, be amended.

"Certificate of Formation" shall mean and refer to the Certificate of Formation of the Association.

"Common Area" shall mean and refer to any real property acquired by or leased to the Association if such property is designated as "Common Area" in the instrument transferring such property.

"Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: entry monuments, signs, fountains, sculpture, landscaping, walls, bridges, and other similar or appurtenant improvements.

"Declarant" shall mean and refer to Blanton Development Company, a Texas corporation and its successors and assigns. No Person purchasing one or more Lots in the ordinary course of business shall be considered as Declarant, without a specific written assignment of Declarant rights.

"Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms hereof.

"Design Guidelines" or "RDG", if subsequent to the recording of this Declaration are adopted by the Declarant or ACC, shall mean and refer to those particular standards, restrictions, guidelines, recommendations, and specifications applicable to architecture, design, construction, placement, location, alteration, and maintenance of any Improvements of any nature whatsoever and also include landscaping to or within Turning Stone, and all amendments, bulletins, modifications, supplements, and interpretations thereof, and upon adoption shall serve to guide the ACC in its design review and approval process as described in Article 3, Section 3.4.8.

"Drainage Area(s)" shall mean and refer to one or more areas on or off the Properties primarily used to facilitate the movement of surface water or to detain or hold surface water emanating from the Properties.

"Governmental Authority" shall mean and refer to the Federal government of the United States of America, the State of Texas, including the Texas Commission on Environmental Quality, County of Guadalupe, City of Cibolo, or any other governmental body, subdivision, agency, authority or property owners' association now or hereafter in existence that has jurisdiction over the Properties or any use or activity with respect to the Properties.

"Homebuilders" shall mean and refer to residential homebuilders that are constructing Living Units on any Lots for sale to home buyers.

"Improvement" or "Improvements" shall mean and refer to any structure, whether preliminary, temporary or permanent, constructed or placed, or intended to be placed, upon any portion of any Lot by, or on behalf of any Owner (including the Association) and shall, where appropriate to the context, include grubbing, landscaping and removing trees or other vegetation and/or any modification, expansion, demolition or removal of any existing structure.

"Improved Lot" shall mean and refer to any Lot within the Properties on which a Living Unit thereon is completed, and closing of a sale thereof has taken place, or when the Living Unit is occupied by the Owner, whichever occurs first.

"Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

"Lot" or "Lots" shall mean and refer to a designated parcel, tract, or area of land on the Properties established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon. Some portions of the Common Area may be platted as a "lot" on a recorded plat, however, these lots are expressly excluded from the definition of "Lot" as used herein.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 2, Section 2.2.1, hereof.

"Notice" shall mean and refer to delivery of any document by regular mail, with postage prepaid, to the last known address (according to the records of the Association) of the Person to whom such Notice is to be given. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all Owners. Notice shall be effective upon depositing such document in a depository maintained by the United States Postal Service for such purposes.

"Owner" shall mean and refer to every Person who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers. If a Lot is owned in undivided interests by more than one Person, each owner shall be an Owner for purposes of this Declaration. A Person that owns only a lien or other similar interest in a Lot as security for performance of an obligation is not an Owner with respect to that Lot.

"Person" means any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

"Plat" shall mean and refer to a final subdivision plat or plats of the Properties (or any portion thereof) filed of record in the Plat Records of Guadalupe County, Texas.

"Plate Line", as used in Supplemental Declarations pertaining to construction requirements for Turning Stone Subdivision Units, shall mean and refer to the line created by all of the highest points of the first story walls of a Living Unit. For a two story Living Unit, Plate Line shall mean the dividing line between the first and second stories of the Living Unit.

"Properties" shall mean and refer to the land known as TURNING STONE UNIT E-1 and TURNING STONE UNIT W-1, subdivisions in Guadalupe County, Texas, according to the maps or plats thereof recorded in Volume 7, Pages 778-779 ("Unit E-1") and Volume 7, Pages 776-777 ("Unit W-1") both in the Official Public Records, Guadalupe County, Texas and such other real property as may be made subject to the terms of the Declaration in accordance with the provisions hereof.

"Public Rights-of-Way" shall mean all dedicated public rights-of-way and public areas in or adjacent to the Properties.

"Rules and Regulations" or "Regulations" shall mean and refer to the rules and regulations of the Association as set forth in Article 4 as may, from time to time, be adopted, amended, modified, supplemented and revoked.

"Setback Line" shall mean and refer to each line designated on the Plat as such or Supplemental Declaration, which, within the area from the Setback Line to the property line of the Lot, no Improvements shall be constructed without written approval of the ACC.

"Special Assessment" shall mean and refer to a charge against each Owner and such Owner's Lot made in accordance with and for the purposes set forth in Article 2, Section 2.4.4.

"Supplemental Declaration" shall mean and refer to an instrument which (i) subjects Additional Land to this Declaration and/or (ii) imposes additional restrictions on a portion of the Properties already subject to this Declaration. The Supplemental Declaration may contain additions, deletions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Land.

"Unimproved Lot" shall mean and refer to any Lot within the Properties other than an Improved Lot.

Division 1.2 Master Declaration.

Section 1.2.1 Initial Properties. From and after the recording of this Declaration in the Official Public Records of Guadalupe County, Texas, Turning Stone Units E-1 and W-1 shall be subject to this Declaration.

Section 1.2.2 Addition to Properties. Additional property within the Annexation Area may be annexed and become subject to this Declaration from time to time ("Additional Land"). Such addition may be accomplished by the recordation in the Official Public Records of Real Property of Guadalupe County, Texas of a Supplemental Declaration, signed by Declarant, which shall extend the scheme of the Declaration to the Additional Land, automatically extending the jurisdiction, functions, rights, and duties of the Declarant and Association (including membership therein), to the Additional Land so added. If Declarant is not a Member immediately prior to the recordation of such Supplemental Declaration, then upon the recordation of such Supplemental Declaration, Declarant shall become a Class B Member. No consent or approval of the Board of Directors or of any Owner

shall be required in order to extend the scheme of this Declaration to the Additional Land. If the Additional Land is made subject to this Declaration, then, without the necessity of any further action, the Additional Land shall be included within the definition of the Properties, and all other terms of this Declaration shall be modified as necessary to extend the coverage of this Declaration to the Additional Land.

Section 1.2.3 Merger. Upon a merger or consolidation of the Association with another association, the Association's property, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the association as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

Division 1.3 Easements.

Section 1.3.1 Appurtenant Easements. Declarant grants to all Owners (and their employees, guests, lessees and invitees) as an appurtenance to and as part of the interest held by such Owner, but subject to this Declaration, Certificate of Formation, Bylaws and Rules and Regulations, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Area, if any, which are an intrinsic and appurtenant part of the value of the Lots; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees. Declarant reserves the right (but not the obligation) to maintain and use the Common Area and all rights-of-way and easements associated therewith and to maintain and place Declarant's signs thereon.

Section 1.3.2 Utility Easements. Declarant reserves to itself without necessity of the joinder of any Owner, and notwithstanding the fact that it may not then own such affected portion of the Properties, the right to grant easements or licenses to any private company, public or private utility or Governmental Authorities providing utility and other similar services within the Properties upon, over, under and across the Properties or any portion thereof, subject to the limitation that no additional easement will be granted on any Lot except that portion of a Lot between a Setback Line and the property line of the Lot. Such easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating wastewater lines, irrigation lines, water lines, waterworks, water mains, water distribution systems, drainage systems, pipes, wires, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery, licenses, equipment and rights appurtenant thereto and which may be necessary or desirable for the installation and maintenance of utilities and providing such services to Owners, the Properties and Common Area, if any, or any portion thereof. All such easements shall be of a size, width and location so as to not unreasonably interfere with the use of any Improvements which are constructed or have been finally approved by the ACC for construction on the date of the grant of the easement.

Section 1.3.3 Declarant Easements. Declarant hereby reserves to itself and to such other Person as Declarant may, from time to time, designate in writing, a perpetual easement, privilege and right in and to, over, under on and across the Properties, for ingress, and egress as required by its employees, agents, independent contractors, invitees and designees; provided, however, that such access and use is not to unnecessarily interfere with the reasonable use and enjoyment of these Properties by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Properties including, but not limited to, easements for street lights and signage for the benefit of Homebuilders constructing Living Units in the Properties. The easements granted by Declarant shall not unreasonably interfere with the enjoyment of the Properties.

Section 1.3.4 Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and Governmental Authorities, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Properties for the purpose of performing their authorized services and investigation.

Section 1.3.5 Platted Easements. The Plat dedicates for use as such, subject to the limitations set forth herein, certain easements shown thereon, and the Plat further establishes certain dedications, limitations, restrictions and reservations applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Lot or any part thereof.

Section 1.3.6 Landscape Easements. Declarant grants to the Association an ingress and egress easement not to exceed five feet (5') in width on the Lots that are adjacent to the entry way and the perimeter fence adjacent to Turning Stone, Green Valley Drive, Dean Road or FM 1103. This easement is granted for the purpose of insuring that the perimeter fence adjacent to the aforementioned streets, area adjacent to the perimeter fence adjacent to the aforementioned streets and entry ways into the Properties are continuously maintained, well landscaped and have proper signage. The Declarant may further specify the Lots to be affected by this landscape easement in a Supplemental Declaration.

Section 1.3.7 Overhang Easements. Encroachments into an area between the Setback Line of a Lot and the property line of the same Lot created by construction, settling and overhang of Improvements constructed by third parties are permitted.

Section 1.3.8 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the ACC require. Declarant reserves across the rear five feet (5') of each Lot an easement for water drainage, as contours of land and the placement of Improvements on the Lots require. Each Owner covenants not to disturb or displace the drainage easement by planting any trees or other vegetation within the drainage easement which would divert, increase, accelerate or impede the natural flow of water over and across such easements.

Section 1.3.9 Universal Easement. Each Lot within the Properties and the Owner of such Lot are hereby declared to have an easement on adjoining Lots not to exceed five (5) feet in width from the common property line of such Lots for the purpose of moving any Improvement, such as a fence, that encroaches over the boundary line of a Lot due to inadvertent surveying errors, inadvertent engineering errors, errors in original construction, settlement or shifting of the Improvement, or any other cause. Declarant hereby reserves the same five (5) feet in width easement over all Lots and over all Common Areas for the purpose of maintaining and repairing improvements constructed by it that encroach onto adjoining Lots or Common Areas. However, the benefits of the easements reserved or created in this Section 1.3.10 shall not be available with respect to an encroachment occurring due to willful misconduct of any Owner.

Division 1.4 Common Facilities and Common Area.

Section 1.4.1 Members' Easements of Enjoyment. Subject to the provisions of Division 1.3 of this Article 1, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and Common Area, if any, when completed, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 1.4.2 Title to Common Facilities, Drainage Area(s) and Common Area. Declarant may retain legal title to the Common Facilities, Drainage Area(s) and Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of Declarant, the Association is able to maintain same.

Section 1.4.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The rights and easements existing or hereafter created in favor of others as provided for in the Plat and/or in Article I, Division 1.3 hereof.

B. The rights of the Association, once it has obtained legal title to the Common Facilities and Common Area, to do the following.

(1) to borrow money for the purpose of constructing or improving the Common Facilities, Drainage Area(s) and Common Area and, in aid thereof, to mortgage said properties and facilities, in accordance with the Certificate of Formation and Bylaws of the Association; and

(2) to take such steps as are reasonably necessary to protect the Common Facilities and Common Area against foreclosure; and

(3) to suspend the enjoyment rights of any Member for non-payment of Assessments or infractions of the Declaration, Certificate of Formation, Bylaws and/or Rules and Regulations; and

(4) to assess and collect the Assessments provided for herein or elsewhere; and

(5) to dedicate or transfer all or part of the Common Facilities, Common Area and Drainage Area(s) to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

Section 1.4.4 Rights of Declarant During Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, until Declarant has developed and sold off all of the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain and carry on, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities, including, without limitation, the right of access, ingress and egress for pedestrian and vehicular traffic over, under, on or in the Properties; the right to tie into any portion of the Properties with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap or any other fee to Declarant or such Owner, but with applicable tap and other fees to the Person providing utility services for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in any Public Right-of-Way within the Properties; and the right to construct and operate business offices, construction trailers, model dwellings, information and sales offices.

ARTICLE II. OWNERS ASSOCIATION

Division 2.1 Incorporation. Declarant shall charter a corporation under the Texas Business Organizations Code to be known as Turning Stone Owners Association, Inc., or by such other name as may be designated at the time of its incorporation, which incorporation may be subsequent to the conveyance of any Lot, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration, and subject to the provisions set forth herein, shall have the membership characteristics, powers, duties, and functions as set forth herein.

Division 2.2 Membership and Voting Rights.

Section 2.2.1 Membership. Each Owner of each Lot within the Properties shall be a Member of the Association.

Section 2.2.2 Allocation of Voting Rights. The Association shall have two classes of voting membership:

A. The Class A Members shall be all those Owners as defined in Section 2.2.1 with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. If multiple Persons shall be an Owner and they cannot agree among themselves on a particular vote, then no vote shall be cast for that Lot. The Association shall not be required to inquire on the authority of a Person acting on behalf of multiple Owners of a Lot if such Person owns an interest in such Lot.

B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required by Section 2.2.1 above and ten votes per full acre contained in such unplatted portion of the Annexation Area, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) the written consent of the Declarant filed in the Official Public Records of Guadalupe County, Texas; or

(2) on December 31, 2022.

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

Section 2.2.3 Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in the Properties. **Membership in the Association shall be mandatory and shall continue so long as this Master Declaration is in effect.**

Section 2.2.4 Declarant Rights in the Association. Declarant shall be entitled to appoint at least one (1) member of the Board for as long as Declarant owns two or more Lots. During the time Declarant is entitled to appoint a member of the Board, whether Declarant exercises that right of appointment or not, the Board and the Association shall have no authority to, and shall not, without the prior written consent of Declarant, undertake any action which shall:

A. Prohibit or restrict in any manner the sales, leasing and marketing programs of Declarant or any such activities by a Homebuilder.

B. Decrease the level of maintenance services of the Association as specified in the Certificate of Formation, Bylaws and this Declaration.

C. Make any Special Assessment or Individual Assessments against Declarant's property within the Properties or upon Declarant.

- D. Change the membership of the ACC or diminish its powers as stated herein.
- E. Alter or amend this Declaration, Certificate of Formation or Bylaws of the Association.
- F. Except as otherwise provided herein, terminate or cancel any contracts of the Association, except as may be permitted therein.
- G. Terminate or waive any rights of the Association under this Declaration.
- H. Convey, sell, lease, mortgage, alienate or pledge any easements, Common Facilities or Common Area of the Association.
- I. Except as provided in Article 2, Sections 2.5.2, 2.5.3, and 2.5.4, accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association.
- J. Terminate or cancel any easements granted pursuant to this Declaration or by the Association.
- K. Terminate or impair in any fashion any easements, powers or rights of Declarant hereunder.
- L. Restrict Declarant's right of use, access and enjoyment of any of the Properties or any portion thereof.
- M. Cause the Association to default on any obligation of it under any contract or this Declaration.

Division 2.3 Board of Directors. The Board shall be comprised of three (3) members. The number of members of the Board may be amended in accordance with the provisions of the Bylaws, subject, however to Section 2.2.4 of this Article.

Division 2.4 Assessments.

Section 2.4.1. Creation of the Lien and Personal Obligation for Assessments. Except as may be otherwise provided herein, Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner shall be deemed to covenant and agree to pay to the Association: 1) Annual Assessments and charges for the Common Facilities, Drainage Area(s) and Common Area; 2) Special Assessments for capital improvements to the Common Area, Drainage Area(s) and Common Facilities; and 3) Individual Assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual Assessment, Special Assessment and Individual Assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and

cost of collection thereof as hereinafter provided, shall also be the personal obligation of each Person who was an Owner of such Lot at the time when the obligation became due.

Section 2.4.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of enforcing the Declaration, promoting the values and amenities of the Properties, and in particular, for the improvement, replacement, maintenance and operation of the Public Rights-of-Way, Common Facilities, Drainage Area(s) and Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Facilities and Common Area by the Members. The Board of Directors may set aside part of the Annual Assessments as a reserve for the replacement or maintenance of Common Area, Common Facilities and Drainage Area(s).

Section 2.4.3. Basis of Annual Assessments. The Annual Assessment for each Lot shall be \$390.00 per year until otherwise determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the Annual Assessment is being made. Lots owned by the Declarant shall not be subject to an Annual Assessment or Special Assessment. In order to maintain the Common Area and sustain the services contemplated by Declarant, Declarant anticipates that during the period of time prior to the date that all Lots become an Improved Lot, it may, in its discretion, provide amounts in excess of the funds raised by the Annual Assessments in order to maintain the Common Area within reasonable standards. If Declarant advances funds for maintenance in excess of the Annual Assessments, such excess may, at Declarant's option, be a debt of the Association to Declarant payable out of any Annual Assessments or Special Assessments received by the Association. The Board may evidence any such debt with a promissory note from the Association payable to Declarant on such terms as the Declarant and the Board shall determine.

Section 2.4.4. Purchase Assessment. The purchaser of each Lot conveyed by deed from a Homebuilder executed after the effective date hereof shall, contemporaneously with the execution of the deed for such Lot, pay a Purchase Assessment of \$200.00. This Purchase Assessment is separate and distinct from any other assessment provided for herein.

Section 2.4.5. Special Assessments for Capital Improvements. The Association may levy, in any calendar year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on or which is a part of the Common Facilities, Drainage Area(s) or Common Area, provided that any such Special Assessments shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment.

Section 2.4.6. Change in Annual Assessments. The Annual Assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above the maximum allowable Annual Assessment for the previous year without a vote of the membership. Any increase in the Annual Assessment by more than ten percent (10%) above the maximum allowable Annual Assessment for the previous year shall require approval of two-thirds

(2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 2.4.7 Date of Commencement of Annual Assessments. Annual Assessments against each Lot shall commence on the date the Living Unit constructed on such Lot is first conveyed to a Member who will occupy the Living Unit. The amount of the Annual Assessment which may be levied for the balance remaining in the first year of assessment shall prorated for the remaining number of months in that year. In no event shall the Annual Assessment per Lot for the year 2012 exceed the sum of \$390.00. Annual Assessments for each calendar year thereafter shall become due and payable and shall be collected as the Board of Directors of the Association shall determine.

Section 2.4.8 Individual Assessment. Upon an affirmative vote of a majority of the members of the Board of Directors of the Association, the Association may levy Individual Assessments against any Owner for reimbursement for maintenance or repairs, for other than ordinary wear and tear, occasioned by the willful or negligent acts of such individual Owner or such Owner's family, pets, tenants or other occupants of such Owner's Lot; for maintenance or repair to the Owner's Lot or improvements thereon in accordance with Section 2.5.1 and Section 4.6.5 hereof; for any other cost incurred by the Association in performing the obligations of the Owner under this Declaration; and for payment of fines by the Association for failure to comply with this Declaration or the Rules and Regulations.

Section 2.4.9. Duties of the Board of Directors. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. If in any year the Board fails to set an Annual Assessment for such year, the Annual Assessment shall be deemed to be the same as the Annual Assessment for the preceding year. Assessments sufficient to pay such estimated net expenses shall then be levied by the Association as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal quarterly installments on or before the first day of each quarter, or in such other manner as the Board may designate in its sole and absolute discretion. Written notice of the Assessment shall thereupon be sent to every Member subject thereto. The Association shall upon demand at any time furnish to any Member liable for said Assessment a certificate that shall be conclusive evidence of payment of any Assessment therein stated to have been paid conditioned on the payment by Owner of a reasonable fee to the Association.

Section 2.4.10 Effect of Non-Payment of Assessments; The Lien; Remedies of the Association. If the Assessments are not paid on the date when due (being the dates specified in Section 2.4.7 hereof) then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the Assessment is not paid within thirty (30) days after the

delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate of interest permitted by law, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Lot, or foreclose on the Lot as provided in Section 2.4.11 and there shall be added to the amount of such Assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees (as limited by the Texas Property Code) and costs of suit. Notice of the lien referred to in this Section may be given by the recordation in the office of the county clerk of Guadalupe County, Texas, of an affidavit, duly executed, acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and a legal description of such Lot.

Section 2.4.11 Nonjudicial Foreclosure.

A. To secure the payment of Assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of any Assessments when due and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust may:

(1) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

(2) Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

B. If requested by the Association to foreclose this lien, the Trustee shall:

(1) Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;

(2) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

C. From the proceeds of the sale, pay, in this order:

- (1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
- (2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
- (3) any amounts required by law to be paid before payment to the Owner; and
- (4) to the Owner, any remaining balance.

D. Glenn K. Weichert, Attorney at Law, 3821 Juniper Trace, Suite 106, Austin, Texas 78738, (512) 263-2666 and facsimile (512) 263-2698, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of Assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

E. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

F. The Association shall send written notice to the Owner of the Lot subject to the foreclosure as required by Texas Property Code Section 209.010 and comply with the redemption rights as required by Texas Property Code Section 209.011.

G. It is the intent of the provision of this section to comply with the provisions of Texas Property Code Section 51.002, relating to nonjudicial sales by power of sale and Texas Property Code Chapter 209 relating to residential subdivisions and, in the event of the amendment of Section 51.002 and Chapter 209 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, and by amendment to this Declaration filed in the office of the County Clerk of Guadalupe County, Texas, may amend the provisions hereof so as to comply with the amendments to Section 51.002 or Chapter 209.

H. Any liens created by this Declaration shall be superior to all other liens and charges against any Lot covered hereby, save and except ad valorem tax liens and all sums secured by an enforceable purchase-money mortgage or enforceable home-improvement mortgage.

Section 2.4.12 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply

only to the Assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

Section 2.4.12 Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

Division 2.5 Functions of the Association.

Section 2.5.1 Functions. The Association shall have all of the powers of a Texas non-profit corporation, as such powers may exist from time to time, subject only to such limitations upon the exercise of such powers as may be expressly set forth in this Declaration, and the Certificate of Formation and Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration, Certificate of Formation or Bylaws. Without in any way limiting the generality of the two (2) preceding sentences, the Association and the Board acting on behalf of the Association, shall have the power and authority to perform the following functions:

A. The Association shall provide maintenance for the Common Area, Common Facilities, Drainage Area(s) and Public Right-of-Ways. The Association shall have the power, but not the obligation, to provide maintenance for any property located within the Properties with respect to which the Association has accepted an easement. The Association shall also have the power, but not the obligation, to supplement the services provided by any Governmental Authorities or to provide special maintenance or services for particular areas in the Properties that it deems desirable. The Association reserves a perpetual right of access on and across all or any part of the Properties in order to provide any maintenance or services required or authorized to be performed or undertaken by the Association.

B. The Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties, Certificate of Formation, Bylaws or Rules and Regulations, including, without limitation, those contained within this Declaration and as set forth in any amendment.

C. The Association shall conduct the business of the Association, including, but not limited to, administrative services such as legal, accounting, financial and communication services. The Association shall have the right to enter into management agreements with companies in order to provide its services and perform its functions and to retain professionals necessary or proper in the operation of the Association. Such management companies may be affiliated with Declarant, so long as the fees paid by the Association to such management companies do not exceed the amount that would be charged for such services by non-affiliated management companies.

D. The Association shall have the power, but not the obligation, to purchase and maintain in effect general liability, flood and hazard insurance covering Improvements and activities on the Common Area and such other insurance and in such amounts as the Board deems necessary. The Association shall cause all officers or employees having fiscal responsibility to be bonded in such amounts as the Board deems necessary.

E. The Association shall operate the ACC in accordance with the terms of this Declaration.

F. The Association shall have the power, but not the obligation, to provide lighting on the Common Area.

G. The Association may construct improvements on the Common Area. Any construction of improvements by the Association shall be subject to the same approval process and procedures as are provided for in Article 3.

H. The Association may provide exterior maintenance upon any Improvement or Lot located within the Properties that, in the Association's opinion requires such maintenance because such Improvement or Lot is being maintained in violation of this Declaration, any applicable Supplemental Declaration, the RDG (if any), or the Rules and Regulations (if any). The Association shall notify the Owner of any such Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected such condition within fifteen (15) days after the date of such Notice, the Association may correct such condition. The cost of such maintenance shall be assessed against the Lot and Owner as an Individual Assessments or the Board may offer to pay a portion of the repair if the Board determines that the repair or maintenance would enhance the beauty and value of the Properties (*i.e.*, rear or side fence along public street or entry way). For the purpose of performing the exterior maintenance authorized by this section, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot or Improvement.

I. The Association may carry out any of the functions and services specified in this Article 2 to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary and appropriate, from Special Assessments or Individual Assessments. The functions and services allowed in Section 2.5.1 of this Article 2 to be carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of Assessments and the needs of the Association. The functions and services that the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board; provided, however, the Association shall not be authorized to cease any of its maintenance obligations required in this Declaration. The Association may additionally carry out all other powers and duties set forth in the Certificate of Formation, Bylaws and Rules and Regulations.

J. The Association may adopt, amend, enforce and revoke Rules and Regulations governing the use, operation and maintenance of the Properties, the Common Area and Common Facilities, including, without limitation, the authority to assess fines against Owners violating such Rules and Regulations. The Association is further authorized and empowered to prohibit the use, or to limit the manner and extent of use of the Common Area and Common Facilities by Owners owing unpaid fines or violating the Rules and Regulations of the Association. The Association shall send an Owner the written notice required by Texas Property Code Section 209.006 before the Association may suspend an Owner's right to use the Common Area or Common Facilities or take other legal action as set forth in Section 209.006. The Association shall hold and conduct a hearing as required by Texas Property Code Section 209.007.

Section 2.5.2 Mortgage and Sale. Subject to Article 2, Section 2.2.4, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions; provided, however, that the Board shall not mortgage, sell nor otherwise transfer all or any part of the Common Area unless such action shall be authorized by a majority of the total eligible votes of the Members of the Association, cast at a duly called meeting of the Association, and unless Notice of the meeting and of the proposed agreement and action thereunder is sent at least ten (10) days, but no more than fifty (50) days, prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a written statement certifying the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such statement or certificate shall be annexed to any instrument of dedication, transfer or encumbrance affecting the particular Common Area, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 2.5.3 Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Facilities, Drainage Area(s) or Common Area. A majority of the Board shall determine whether the Association shall accept any other conveyances.

Section 2.5.4 Conveyance by Association. Subject to the provisions of this Article 2, the Association shall be empowered to delegate or convey any of its functions or properties to any Governmental Authorities or public utility for public purposes consistent with the intended use of such property to the extent such entity shall assume and discharge all obligations relative thereto.

Section 2.5.5 Initial Improvement and Maintenance of the Common Area. Initially, the improvement of the Common Area and construction of all initial Common Facilities shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. The exact nature of improvement to the Common Area shall be within the sole discretion of the Declarant. Following the conveyance of the Common Area to the Association, the responsibility for maintenance of the Common Area shall automatically be assumed by the Association, and Declarant's responsibility therefore shall be limited to the payment of Assessments.

Division 2.6 Liability, Insurance and Release. Each Owner, Member and resident of the Properties expressly understands, covenants and agrees with Declarant and the Association as follows:

Section 2.6.1 No Liability. Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Properties.

Section 2.6.2 Maintain Insurance. Each Owner, Member and resident of the Properties shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.

ARTICLE III. ARCHITECTURAL CONTROL COMMITTEE

Division 3.1 Establishment of Architectural Control Committee. Declarant hereby establishes an Architectural Control Committee for the Properties, which shall be operated and maintained in accordance with this Declaration. Declarant may establish additional architectural control committees for the Additional Land as set forth in Supplemental Declarations.

Division 3.2 Composition and Designation of Committee.

Section 3.2.1. Composition. Each ACC shall consist of three (3) regular members: the chairman of the ACC ("Chairman") and two (2) regular members to be appointed by the Chairman within ten (10) days following his appointment. A majority of the Committee may designate a member to act for it. The ACC may also include up to two (2) alternate members, each of whom shall be appointed by the Chairman and may be authorized by the Chairman to attend any meeting of the ACC in the absence of any regular member and to vote on all matters that come before the ACC at such meeting. The ACC also may include up to two (2) associate members, which will be appointed by the Chairman, any and all of whom may be authorized to attend such meetings as the Chairman shall specify and to participate in any discussion at such meetings, but not to vote on any matters. In the event one (1) of the members of the ACC other than the Chairman is removed, resigns or is no longer able to serve as a member, the Chairman shall appoint a new member of the ACC so that there will continue to be three (3) regular members of the ACC. A record of the members of the ACC shall at all times be kept at the offices of the Association or Declarant and such information shall be provided to any Owner or prospective purchaser of any Lot upon request. Members of the ACC need not be officers, directors or members of the Association. Members of the ACC shall be reimbursed for reasonable and actual out-of-pocket expenses incurred in their capacity as members of the ACC.

Section 3.2.2. Chairman. The Appointing Authority hereby appoints Perry Blanton to be the first Chairman. The Appointing Authority shall have the right to remove the Chairman and any and all other members from the ACC at any time for any reason, with or without cause. Any successor

Chairman of the ACC shall be appointed by Appointing Authority. As of January 31 of each year, the Appointing Authority shall review the composition of the members of the ACC and shall either re-appoint the Chairman or shall appoint a new Chairman.

Section 3.2.3. Term of Office. Each member of the ACC, regular, associate or alternate, shall hold office from the date of his appointment until January 31 of the succeeding calendar year, and thereafter until such time as a successor has been appointed, unless such member sooner resigns or is removed.

Section 3.2.4. Staff and Consultants. The Appointing Authority may also appoint staff and consultants to the ACC, including, but not limited to architects, landscape architects, planners, engineers, attorneys and other individuals whose knowledge or skills will assist the ACC in carrying out its functions.

Division 3.3 Approvals Required. No Improvements shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC in accordance with Division 3.10 of this Article 3. Any change in the outward appearance of any Improvement, including, but not limited to, repainting the same in a different color, adding decorative sculptures or art work, wrought iron grills, changing in any manner the exterior appearance or the like, shall also require approval in writing by the ACC before any work is commenced. No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect other Lots, Improvements or Owners.

Division 3.4 Duties and Functions of ACC. The duties, powers and responsibilities of the ACC shall be as follows:

Section 3.4.1. Plan Approval. The ACC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any Improvement, as well as the general plan for development of any individual Lot within the Properties. All construction and development within the Properties is subject to local government control; provided, further, that the ACC may, in its sole discretion, impose standards of architectural and landscaping design, Setback Lines or a plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other governmental codes. Such approval may be subject to special conditions or requirements, including, without limitation, the date upon which all Improvements are to be completed. The Architectural Control Committee shall be the sole authority for determining whether proposed structures and modifications of proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the Properties. All proposed plans and specifications for construction of Improvements by Homebuilders within the Subdivision shall be submitted to the ACC for initial approval. After receipt of such approval, the Homebuilder's plans and specifications may thereafter be used by the Homebuilder on one or more Lots within the Subdivision without the need for subsequent approval for construction on individual Lots.

Section 3.4.2. Disapproval. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole opinion and absolute discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ACC shall consider the suitability of the proposed Improvements and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring Lots. As examples, and not by way of limitation, the ACC may impose limits upon the location of window areas of a Living Unit which would overlook the enclosed patio area of an adjacent Living Unit, or the location and height of a proposed Improvement that would materially interfere with the views of an adjacent Living Unit. Also, the ACC is permitted to consider technological advance in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted.

Section 3.4.3. Period for Construction. Unless specifically excepted in writing by the ACC, all Improvements shall be completed within a reasonable time from the date of commencement of such Improvements or within the time established by the ACC in the event that the approval is so conditioned.

Section 3.4.4. Setback Lines. The ACC shall in all cases have the right to determine and designate Setback Lines necessary to conform to the Plat and this Declaration in order to preserve the integrity of the Properties. The ACC's judgment and determination shall be final and binding with respect to the establishment of all Setback Lines. All such Setback Lines shall be as designated on the Plat and established in Supplemental Declarations of Covenants, Conditions and Restrictions duly recorded for each Unit of the Subdivision.

Section 3.4.5. Inspection. There is specifically reserved unto the ACC the right of entry and inspection upon any Lot for the purpose of determination by the ACC whether there exists any construction of any Improvement which violates the terms of any approval by the ACC or the terms of this Declaration, Plat or any amendment thereto.

Section 3.4.6. Authority. A majority of the ACC may take any action for the ACC and may designate a representative to act for it. In the event of death, disability, removal or resignation of the Chairman of the ACC, the Appointing Authority shall designate a successor. The ACC is specifically empowered to enforce the provisions of this Declaration, the conditions of all ACC approvals and all amendments to the Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees (as limited by the Texas Property Code) in connection therewith.

Section 3.4.7. Release. In each instance where Improvements have been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, any applicable Supplemental Declaration, the RDG, ACC approvals, or any other covenants which the ACC has the power to enforce, or in such manner that the same encroaches on any easement, Common Area, or Setback Line, the ACC reserves the right (but shall

not be obligated in any manner) to release such Lot from the restriction which it violated and to grant an exception to permit the encroachment or violation so long as the ACC, in the exercise of its good faith discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Properties. The ACC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration.

Section 3.4.8. Design guidelines. The ACC may promulgate the Design Guidelines by a majority vote, as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. All amendments, supplements, revocations and modifications shall also require a majority vote of the ACC. **Prior to acquiring any interest in a Lot, each prospective purchaser, transferee, mortgagee, and owner is strongly encouraged to contact the Architectural Control Committee to obtain and review the most recent Design Guidelines which will control the development, construction and use of the Lot. The Design Guidelines may contain standards, requirements, or limitations in addition to those expressly set forth or referred to in this Declaration and more stringent standards, requirements, or limitations than any specific standard, requirement or limitation set forth or referred to in this Declaration.**

Section 3.4.9. Variance. Subject to standards set forth in this Declaration, the ACC shall have the authority to grant variances from the provisions of this Declaration, any Supplemental Declaration, its promulgated Rules and Regulations, or the Design Guidelines, when in the opinion of the ACC, such variance is justified due to functional, aesthetic, or unusual or unforeseen circumstances. All variances granted must be approved by the ACC and must be evidenced by written instrument, in recordable form, and attached to a copy of the plan(s) approved by the ACC. If a variance is granted, no violation of the Declaration, Supplemental Declaration, promulgated Rules and Regulations, or Design Guidelines, shall be deemed to have occurred with respect to the provision(s) for which the variance was granted, provided that the development of the Lot affected by the variance is in compliance with all details set forth on the approved plans and specifications.

Section 3.4.10. Nonconforming and Undeveloped Improvements. The Board of Directors may require any Owner to restore such Owner's Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvement) if such Improvements were commenced or constructed in violation of this Declaration, including the Design Guidelines, if any, and the covenants, conditions, and restrictions set forth in any applicable Supplemental Declaration.

Division 3.5 Submittal to ACC. The ACC shall have the authority to adopt, as part of the RDG, submittal requirements covering procedures to be followed by all Owners or prospective Owners in connection with obtaining ACC approval for constructing Improvements on a Lot. No construction of Improvements shall be commenced unless all required approvals have been obtained from the ACC and all fees established shall have been paid.

Division 3.6 Basis for Approval. Among other matters, the ACC shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear, and side elevations on submitted plans. The ACC's objective

is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the Properties in conformity with the common plan and design. The ACC is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall the ACC, or any of its members, be subject to suit by anyone for damages (except in the case of intentional, willful misconduct).

Division 3.7 Failure to Act. In the event the Architectural Control Committee fails to approve or disapprove any submitted plans and specifications and/or the primary contractor engaged to perform such construction, within thirty (30) days after the plans and specifications and the name of the contractor have been submitted to it, the approval shall be deemed to be denied.

Division 3.8 Limitation of Liability. Neither Declarant, the Association, nor the ACC, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by the Declaration by reason of mistake of judgment, negligence, or any decision arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications made in good faith.

Division 3.9 Approved Contractors. No construction of any building, fence, wall, recreational facilities, landscaping or other structure or Improvements shall be commenced on, in, or within the Properties until the primary contractor engaged to perform such construction shall have been approved in writing by the Architectural Control Committee. Homebuilders shall be deemed to be approved primary contractors, with no written approval required by the ACC.

Division 3.10 Approvals in Writing. All matters requiring approval of the Architectural Control Committee whether or not specifically addressed hereinabove or herein below shall require that such approval be in writing.

Division 3.11 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Control Committee and upon written request by the Owner of the Lot, the Architectural Control Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the plans and specifications on file with the Architectural Control Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved plans and specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the Improvements or of the workmanship or material thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Control Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.

Division 3.12 No Liability. Neither Declarant, the Association, the ACC, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or any decision arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, made in good faith. Every Person who submits plans or specifications and every Owner agrees that the Person will not bring any action or suit against Declarant, the Association, the ACC, the Board of Directors or the officers, directors, Members, employees or agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or good faith decisions made pursuant to this Declaration, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the ACC is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications, neither the ACC, the members of the ACC, the Declarant, the Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.

ARTICLE IV. PROTECTIVE COVENANTS

Division 4.1 General. The Properties and each Lot in this Declaration shall be used and occupied as follows:

Section 4.1.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and the Rules and Regulations promulgated by the Board.

Section 4.1.2 Insurance. Nothing shall be done or kept on any portion of the Properties which shall increase the rate of insurance on the Common Area without the approval of the Board, nor shall anything be done or kept on any portion of the Properties which would result in the cancellation of insurance or which would be in violation of any law.

Section 4.1.3 Liability for Damage to Common Facilities, Drainage Area(s) and Common Area. Each Owner shall be legally liable to the Association for all damages to the Common Facilities, Drainage Area(s) and Common Area, or to any structures thereon, caused by such Owner, his licensees or any occupant of such Owner's Lot.

Section 4.1.4 Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 4.1.5 Time Shares. No Lot shall be owned or used in multiple or time share ownership.

Section 4.1.6 Leasing. Each Owner shall have the right to lease his property, provided that such lease is in writing and the lease provides that the tenant shall be bound by the provisions of this Declaration, any Supplemental Declaration, the Certificate of Formation, Bylaws, and Rules and Regulations and that the failure to comply with the provisions of these documents shall be a default under the lease. With the exception of a lender in temporary possession of a Lot following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his Lot for transient purposes. Any lease which is for a period of less than thirty (30) days shall be deemed to be for transient purposes. Failure of an Owner to cure any violation by such Owner's lessee, or to take legal action, including the institution of legal proceedings against his lessee who is in violation of this Declaration, any Supplemental Declaration, Certificate of Formation, Bylaws, or Rules and Regulations, within thirty (30) days after receipt of written demand to do so from the Board, shall entitle the Association, through the Board, to take any and all such action, including the institution of legal proceedings on behalf of such Owner against his lessee. Any expense incurred by the Association, including attorney's fees (as limited by the Texas Property Code) and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of written demand therefore shall entitle the Board to levy an Individual Assessment against such Owner and his property for all such expenses incurred by the Association.

Section 4.1.7 Cable Television. Declarant shall have the right to install a cable television system providing television entertainment, business and safety services.

Section 4.1.8 Lot Consolidation. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other Improvements as are permitted herein. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay Assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner.

Section 4.1.9 Drainage. Neither the Declarant nor its successors or assigns, shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of use of or damage done to, any shrubbery, trees, flowers, improvements, fences, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After completion of a Living Unit, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets, drainage easements, or Common Areas across no more than one (1) other Lot. No Person shall obstruct or divert the natural drainage of the Properties.

Section 4.1.10 Supplemental Declaration. Any portions of the Properties may be subjected to further covenants, conditions, restrictions, easements, charges and liens pursuant to Supplemental Declarations filed in the Official Public Records of Real Property of Guadalupe County, Texas, by Declarant, with respect to portions of the Properties, and by Declarant, with respect to portions of the Properties located within the Additional Land. The covenants, conditions, restrictions, easements,

charges and liens of such Supplemental Declarations shall apply to the Additional Land annexed by such Supplemental Declarations and shall be enforceable against the property covered thereby in the same manner as the covenants and restrictions created by this Declaration.

Division 4.2 Use. All Lots in this Declaration shall be used for single family residential purpose only. Notwithstanding anything herein to the contrary, upon the approval of Declarant and the ACC, Declarant and any Owner of a Lot who is a Homebuilder shall be permitted to build and maintain sales models and offices until such time as the last Lot in the Properties is developed and sold by Declarant or any Homebuilder. Uses which do not conform to the applicable Governmental Authorities will not be permitted.

Section 4.2.1 Permitted Uses. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants which excludes use of the Lot or Improvements for manufacturing, trade, business, commerce, industry, or other occupation whatsoever, other than a home office which does not accept invitees, clients, or customers. Only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot.

Section 4.2.2 Pets and Other Animals. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, 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, maintained or cared for on the Properties. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Properties other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Properties and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed or fenced area shall be constructed in accordance with plans approved by the Architectural Control Committee and shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. No enclosure for the containment of animals presented to the Architectural Control Committee for consideration may exceed six-feet (6') in height.

Division 4.3 Site Planning and Development.

Section 4.3.1 Design Precepts. Due to the variety of residential architectural styles which can be accommodated within the Properties, design standards are to remain flexible with respect to product type, architectural style and site arrangement. The ACC, through its review and approval process, shall promote the overall aesthetic character of the Properties.

Section 4.3.2 General Site Development Standards.

A. All residential land uses consistent with the design precepts of the Properties, and this Declaration, will be permitted. The ACC shall not approve any requested use which is offensive or a nuisance to other tracts due to factors such as odor, fumes, dust, smoke,

heat, vibration, illumination, glare, noise, pollution, electrical or mechanical disturbance, radiation, drainage, excavation or other hazards or is otherwise inconsistent with the Rules and Regulations. No exterior speakers, horns, whistles, bells or other sound devices (except security devices installed exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot. The discharge or use of firearms is expressly prohibited. Hunting is prohibited. Additionally, there is prohibited the use of any bow and arrow, sling shot or other launching or catapulting device.

B. Paving and Improvements are to be designed for reasonable preservation of the natural grade and vegetation.

C. Unless otherwise specified, no Improvements of any kind will be permitted within the Setback Lines. Subject to the approval of the ACC as required herein, the following Improvements are allowed in the Setback Line area:

- (1) paved parking areas
- (2) steps, walkways and driveway access to the Lot
- (3) landscaping
- (4) planters not exceeding two (2) feet in height or within vehicular sight lines at intersections

Section 4.3.3 Landscaping, Etc. All landscaping, foundations, sculpture, house numbers, sidewalks, driveways, lighting or other Improvements on any Lot which are not concealed from view from every other Lot, other portions of the Properties, or from any street, must be harmonious and in keeping with the overall character and aesthetics of the Properties. To this end, submittal of plans therefore may be required by the Architectural Control Committee for its approval, or disapproval prior to the construction, alteration and/or placement of such items.

Section 4.3.4 Mail Boxes. All mail boxes on the Properties shall conform to the requirements of, and be located as directed by the United States Postal Service. The ACC may, subject to the requirements, further specify the location, design and appearance of the mail boxes.

Section 4.3.5 Signs. No advertising signs or billboards of any kind, shall be placed, permitted or maintained on, in or within any Lot without the consent in writing of the ACC, except the following: (i) professionally made sign not more than twenty-four inches (24") wide by thirty inches (30") long, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the Lot, advertising an Owner's Lot for sale or rent, (ii) one (1) professionally made sign, not more than twelve inches (12") wide by twenty-four inches (24") long, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the Lot, identifying the Owner's name or names, (iii) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election, (iv) signs containing information about one or more children residing in the Living Unit on a Lot and the school they attend shall be permitted so long as the sign is not more than 3' x

3' in size (there shall be no more than one sign for each child under the age of eighteen (18) years residing in such Living Unit and banners are not permitted), and (v) signs or stickers provided to an Owner by a commercial security or alarm company providing service to a Living Unit on a Lot shall be permitted so long as the sign is not more than 1' x 1' in size or the sticker is not more than 4" x 4" in size. There shall be no more than one sign per Lot and stickers on no more than half of the windows and one on the front door or front entry area. Declarant or any member of the ACC shall have the right to enter upon Owner's property and remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions and, in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. Signs which are removed can be picked up from the Association's office. Declarant and any Homebuilder constructing Living Units in the Properties shall be exempt from the restrictions set forth in this Section.

Section 4.3.6 Driveways. All driveways and sidewalks shall be surfaced with concrete or other similar hard surfaced material as approved by the ACC.

Section 4.3.7 Fences and Pool Yard Enclosures.

(A) The design, construction, materials and specifications of fences shall be subject to the prior consent of the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence may be constructed, or require that any proposed fence be partially screened by vegetation. Fence maintenance on Lots, including fencing constructed by Declarant, shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than ten (10) degrees out of vertical alignment, (ii) missing, loose, or damaged stone or wood nails in the fence, (iii) symbols, writings, and other graffiti on the fence, (iv) broken or loose wires and/or (v) storage or hanging of any tools, garden implements, landscaping equipment, hoses, or similar items or equipment so as to be visible in any manner from adjoining properties.

(B) Pool Yard Enclosures.

(1) For all relevant purposes of this Section:

(a) "Pool" shall mean a permanent swimming pool, permanent wading or reflection pool, or permanent hot tub or spa over 18 inches deep, located at ground level, below ground, or indoors. All such structures shall be constructed of reinforced concrete and plaster or similar industry standard equivalent materials. *Above-ground pools constructed of any materials are specifically and strictly prohibited*

(b) "Pool yard" shall mean an area that contains a "pool".

(c) "Pool yard enclosure" or "enclosure" shall mean a fence, wall, or combination of fences, walls, gates, windows, or doors that completely surround a pool.

(2) The owner of a pool, as defined herein, constructed or installed outdoors on a Lot within the subdivision located outdoors shall enclose the facility within a pool yard enclosure in the manner prescribed by this section.

(3) The pool yard enclosure:

(a) must be at least four feet in height as measured from the ground on the side away from the pool.

(b) may include a fence, wall, or building;

(c) may not include an opening large enough to permit the passage of a four-inch diameter sphere.

(4) Any gates installed within the pool yard enclosure shall have a self-closing and self-latching device and shall have hardware enabling it to be locked;

(5) Plans and specifications for all pool yard enclosures and all pools shall be submitted to and approved by the Association's Architectural Control Committee in accordance with the provisions of Article III and Section 4.3.7 (a) of this Declaration.

Section 4.3.8 Athletic Facilities. Any swimming pool, tennis court, basketball goal, backboard or sport court to be constructed on any Lot, and the screening or fencing of such, shall be subject to the approval and requirements of the ACC, which shall include but which shall not be limited to, the following: (1) the materials, design and construction shall meet standards generally accepted by the industry and shall comply with regulations of all applicable Governmental Authorities; and (2) the location shall be approved by the ACC. A basketball goal or backboard, of either permanent or temporary nature, shall not be placed on the street right-of-way or within fifteen feet (15') of the front property line and shall be subject to the prior approval of the ACC.

Section 4.3.9 Burial of Pipe and Tanks. No electric, water, wastewater, gas, telephone, cable television, utility or drainage lines or pipes of any sort or storage tanks shall be installed or maintained on a Lot above the surface of the ground, except temporary hoses and movable pipes use for irrigation purposes, except as approved in writing by the ACC. All such lines and tanks shall be buried in accordance with the requirements of the ACC. Other types of temporary outdoor athletic equipment and facilities such as soccer goals and skateboard ramps may be placed and used only on a member's own property subject to the location restrictions set out herein. All such equipment shall be stored on a member's own property out of public view when not in use and in no event may such equipment block any sidewalk or street within the Property at any time.

Section 4.3.10 Yards and Ground Cover. No more than ten percent (10%) of the front yard area of any Lot may be covered by rock or material other than mulch or vegetation except for such driveways and sidewalks as have been approved by the ACC.

Section 4.3.11 Building Location. The location of the Living Unit on each Lot and the facing of the main elevation with respect to nearby streets shall be subject to the approval of the ACC. The location and elevations for proposed construction by any Homebuilders of Improvements on Lots within the Subdivision shall be approved and used in accordance with Section 3.4.1 hereof . Notwithstanding any provision to the contrary, once a Homebuilder has received approval of plans,

specifications and elevations are under Section 3.4.1, no further approvals under this Section are required.

Division 4.4 Construction.

Section 4.4.1 Standards. Construction standards regarding exterior building materials, etc. shall be established by the ACC in the Design Guidelines or by Declarant in any Supplemental Declaration.

Section 4.4.2 New Construction Only, Etc. Except for the use of recycled building material or except as approved by the Architectural Control Committee for buildings of historical merit, any and all structures, fences, walls, recreational facilities or other Improvements erected, altered or placed on any portion of a Lot shall be of new construction and shall be built in place, and, except as provided in Section 4.4.3 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, or other temporary outbuildings shall be used anywhere on, in or within a Lot at any time, except as specifically provided for herein.

Section 4.4.3 Temporary Structures. Notwithstanding the other provisions of this Article 4, Declarant reserves unto itself and its successors and assigns (including Homebuilders) the exclusive right to erect, place, and maintain such structures or facilities in or upon any portions of the Properties, as it, in its sole discretion, may determine to be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements upon the Properties.

Section 4.4.4 Insulation and Fire Walls. All ceilings, except garages, shall have no less than R-19 rated batt insulation or comparably rated insulation. All exterior walls, except garages, shall have no less than R-11 rated batt insulation or comparably rated insulation.

Section 4.4.5 Maximum Building Height. No building or structure erected, altered or placed upon, within or on a Lot shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one half (2 1/2) stories in height; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with. Detached garages or other outbuildings will not exceed the main Living Unit in height or number of stories.

Section 4.4.6 Minimum Floor Area. Minimum floor area for Units within the Subdivision will be established by Supplemental Declarations recorded for the Properties (or a specified portion thereof).

Section 4.4.7 Exterior Lighting. Exterior light fixtures shall be provided at the front door of each residence. The purpose of any Restrictions or Design Guidelines, if any, on all exterior lighting in the Properties shall be to (1) minimize light pollution of the night sky, (2) minimize the visibility of light sources from any part of the Properties, and (3) enhance the aesthetic appearance of each Lot, Living Unit, and the Properties in general by promoting a consistent and harmonious scheme for exterior lighting.

Section 4.4.8 Garages. A garage which can accommodate at least two (2) automobiles but not more than three (3) automobiles shall be constructed and maintained for each Living Unit. Garages will be allowed as a Homebuilder sales office prior to permanent occupancy of the primary structure.

Section 4.4.9 Outbuilding Requirements. Every outbuilding, inclusive of such structures such as storage building, greenhouse or child's playhouse, shall be compatible in design and material with the Living Unit to which it is appurtenant. All such buildings must be constructed on-site of first class materials. The exterior colors and roof type of the outbuilding must match the exterior color and roof type of the primary residence. Barn-shaped structures and barn type roofs and all buildings with a shed-type roof are specifically prohibited. All such buildings shall be subject to approval of the ACC. The Association shall have the right to enter any Lot and remove, at the Lot Owner's expense, any outbuilding constructed without this prior written approval of the ACC. Stand-alone storage buildings, sheds, workshops, or other similar structures built on Lots shall not exceed a height of 9 feet and shall not exceed 120 square feet in area.

Section 4.4.10 Exterior Materials. Exterior wall, window and roof materials, colors, roof pitch and other design criteria shall be as required by the ACC. No exterior burglar bars will be permitted on any doors, windows or other openings of a Living Unit situated in the Properties. Burglar bars, if installed, must be situated within the interior of such Living Unit.

Division 4.5 Nuisances. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Properties nor shall an Owner's, resident's or other Person's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Area or otherwise, endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Board for a decision in writing and its decisions shall be final.

Section 4.5.1 Garbage and Refuse Disposal. Except as provided in Section 4.4.3 of this Article, no garbage, trash, rubbish, manure, putrescible matter, debris or refuse of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All garbage, rubbish or trash shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened from public view by landscaping or fencing. The ACC may require each Owner to use a certain type and color of trash receptacle to enhance the aesthetic character of the Properties.

Section 4.5.2 Lot and Lawns and Plantings. Lawns, front and back, must be mowed at regular intervals (maintained at less than six inches in height), and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot, will be permitted which is visible to the public view.

Section 4.5.3 Building Material. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Section 4.5.4 Antennas. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot without the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot. To the extent, if any, that applicable federal law or FCC regulations may affect the ability of this Declaration and the ACC to regulate the placement and required screening of satellite discs and dishes, this provision shall be given full force and effect to empower the ACC to exercise such powers with regard to such placement and/or screening as may be permissible under such conflicting federal law or FCC regulation.

Section 4.5.5 Oil and Mining Operations. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, or minerals shall be erected, maintained or permitted upon, in or within any portion of the Properties. No Lot shall be used for the purpose of boring, drilling, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, rock, sand or earth; provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms.

Section 4.5.6 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened, by fencing or landscaping, from view of adjacent Lots or streets, in a manner approved by the ACC.

Section 4.5.7 Water and Sewer. No individual water supply system or septic system shall be permitted on any Lot.

Section 4.5.8 Parking and Storage of Vehicles. The Board may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or street which may be in front of, adjacent to or part of any Lot as a parking place for personal passenger vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. No boat, trailer, tent, recreational vehicle, camping unit, truck larger than a three-quarter ton pick-up, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained on any portion of the Lot or street, except in an enclosed structure or in a screened area behind the main residence which prevents the view thereof from adjacent Lots and streets. Notwithstanding the provisions of this Declaration, an outbuilding constructed to enclose a boat, trailer, tent, recreational vehicle, camping unit, truck larger than a three-quarter ton pick-up, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall neither exceed one story nor be larger than three hundred (300) square feet.

Section 4.5.9 Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on any part of the Properties.

Section 4.5.10 Parking. On-street parking is restricted to approved deliveries, pick-up or short-term guests and short-term invitees and shall be subject to such any reasonable Rules and Regulations as shall be adopted by the Association. Parking, but not storage, of automobiles in driveways is permitted.

Section 4.5.11 Flags. Pursuant to the provisions of Article 4 hereof, the Architectural Control Committee shall review plans and specification for any proposed installation of any of the following:

- (1) the flag of the United States of America;
- (2) the flag of the State of Texas; or
- (3) an official or replica flag of any branch of the United States armed forces.
- (4) Homebuilder flags at model locations and other locations approved by the

ACC.

The ACC shall consider any such applications in light of the provisions of Texas Property Code Section 202.011, as adopted and amended. The ACC shall have the right to adopt reasonable Rules and Regulations, binding on all owners, for the installation and display of any such flags. Any such Rules and Regulations shall be consistent with the provisions of Texas Property Code Section 202.011.

Section 4.5.11 Commercial Vehicles and "Big Wheel" Trucks. No "Big Wheel" Trucks, or any commercial use vehicle, including any vehicle with commercial advertisements, signage or other references displayed on the vehicle in any manner (specifically including "wrapped", painted, magnetic, or sticker signage of any kind or character) or any vehicle with ladder or construction racks shall be permitted to park in public view on the Property, except those used by a Homebuilder during the construction of improvements within Turning Stone or those used by a business enterprise providing services to an Owner on a temporary basis, including, by way of illustration and not limitation, delivery, landscaping, repair, remodeling and similar services. Notwithstanding the foregoing, the Board of Directors shall have the sole and absolute discretion, but not the obligation, to grant variances from this provision upon adequate proof of circumstances justifying the variance. The Board shall have the discretion to limit the terms of any such variance to a particular vehicle for a limited duration and to specifically require the parking or storage of any such vehicle in a particular location.

Division 4.6 Maintenance

Section 4.6.1 Duty of Maintenance. Owners and occupants (including lessees) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expenses, to keep the Lot so owned or occupied, including the Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- A. Prompt removal of all litter, trash, refuse, and wastes;
- B. Lawn mowing;
- C. Tree and shrub pruning;
- D. Watering;
- E. Keeping exterior lighting and mechanical facilities in working order;
- F. Keeping lawn and garden areas alive, free of weeds, and attractive;
- G. Keeping parking areas, driveways and roads in good repair;
- H. Complying with all government health and safety requirements; and
- I. Repair of exterior damages to Improvements.

Section 4.6.2 Maintenance of Yards, Etc. Owners shall at all times keep weeds, grass, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner. Owners shall also be required to provide and allow safe and adequate drainage within their Lot including, but not limited to, with respect to building, maintaining or constructing fences, walks, landscaping, or any other obstruction which may divert, impede, or cause to back up runoff water coming not only from their respective Lot but also from other Lots.

Section 4.6.3 Oak Wilt. All Owners are advised to secure from the Texas Forest Service, the Texas Extension Forester at Texas A&M University or its local county agent information on oak wilt and other diseases which may infect their trees and possibly spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always spreads from a diseased tree to its neighboring oak trees, each Owner shall properly destroy all infected oak trees, avoid unnecessary pruning, and shall immediately apply dressing to all wounds on all oak trees. If oak wilt is detected, a minimum of 100 feet of the area surrounding the infected oak tree shall be trenched at least three feet (3') deep so as to prevent the oak wilt from spreading through connecting roots. Oak trees are most susceptible to oak wilt from February 1 to June 1. As a precaution, Owners should (i) avoid using firewood from infected oak trees, (ii) dispose of unused oak firewood after one heating season, and (iii) cut firewood only in the summer. Owners should use fungicide propiconazole to treat uninfected oaks when first informed of oak wilt being present on nearby trees. The foregoing information regarding oak wilt is provided to alert Owners and neither Declarant or the Association shall be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

Section 4.6.4 Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain in a neat and clean condition any utility, pedestrian or other easement which may traverse any portion of said Lot or Lots, including without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

Section 4.6.5 Enforcement of Maintenance. If, in the reasonable opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, the Board may give such Person written notice of such failure and such Person must within ten days after receiving such Notice, perform the care and maintenance required. Should any such Person fail to fulfill his duty and responsibility within such period, the Board shall have the right to authorize its agent or

agents to enter on the Lot and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any Person. The Owners and occupants of the Lot on which such work performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs. Further, the cost of such work shall constitute an Individual Assessment against the specific Lot on which said work was performed with the approval of the Board. If such Owner or occupant shall fail to reimburse the Association within thirty days after receipt of a statement for such work, said indebtedness shall be a debt of all Person jointly and severally.

Section 4.6.6 Maintenance of Common Areas. The Association shall maintain the Common Area and Common Facilities.

Division 4.7 Governmental and Environmental Concerns.

Section 4.8.1. Governmental Restrictions on Use of Properties. The Properties may be subject to the rules and regulations of agencies of the State of Texas, including the Texas Commission on Environmental Quality, governing the use of the Properties, in addition to the ordinances of the City of Cibolo and statutes, or regulations affecting the Properties enacted by other Governmental Authorities. Owners are advised that such requirements and prohibitions may relate to the types of pesticides and fertilizers which may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and criteria standards for sewer pipe, among other matters.

Section 4.8.2. Responsibility. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by Declarant, ACC, or the Association shall act to relieve an Owner from such duty of compliance.

Section 4.8.3. WPAP. Each Owner is required to abide by and comply with all the terms of that certain Water Pollution and Abatement Plan ("WPAP") recorded in the Official Public Records of Real Property, Guadalupe County, Texas. A copy of the WPAP may be obtained from Declarant or the Association. OWNERS ARE ALERTED THAT THE WPAP CONTAINS RESTRICTIONS APPLICABLE TO THEIR LOTS.

ARTICLE V. MISCELLANEOUS PROVISIONS

Division 5.1 General

Section 5.1.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2031 at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be

no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Association cast at a duly held meeting of the Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Real Property Records and Deed and Plat Records of Guadalupe County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 5.1.2 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be assigned to any Person which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment, have the same rights and powers, and be subject to the same obligations and duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Declarant. Following an assignment by Declarant, Declarant shall have no further rights or duties hereunder with respect to those powers, rights and duties so assigned. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 5.1.3 Power of Attorney. The Association is hereby granted an irrevocable power of attorney to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the damage, destruction or condemnation of the Common Facilities, Drainage Area(s), Common Area and dedicated rights-of-way.

Section 5.1.4 Incorporation of Other Documents. The Design Guidelines, the Certificate of Formation, Bylaws and Rules and Regulations as may, from time to time, be amended or modified are incorporated herein for all purposes.

Section 5.1.5 Authorized Action. All actions which the Association is permitted to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

Section 5.1.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of a Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these covenants by any party other than Declarant.

Section 5.1.7 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 5.1.8 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provision herein contained.

Section 5.1.9 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Articles, Divisions and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration. The terms "herein", "hereof" and similar terms, as used in this instrument refer to the entire Declaration and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

Division 5.2 Amendment.

Section 5.2.1 Amendment by Members. This Declaration may be amended by a vote of at least sixty-seven percent (67%) of the Members in the Association. Such vote may be by written ballot, petition, written consent, or other written instrument signed by the requisite number of Members, or a vote taken at any regular or special meeting of the Members for which written notice of the meeting, stating the purpose of the meeting, is delivered to each Owner of a Unit in accordance with the Bylaws and the Texas Property Code.

Section 5.2.2 Amendment by Declarant. Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration to correct a clerical error, clarify an ambiguity or inconsistency, inserting an omitted portion of the Properties, or removing any contradiction of the terms hereof or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion, by filing an amendment to this Declaration in the Official Public Records of Guadalupe County, Texas. Declarant is not required to send out notices or conduct a meeting in order to amend this Declaration under this Section.

Division 5.3 Rules of Construction.

Section 5.3.1 Severability. Should any covenant, condition, or restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall

in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5.3.2 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, Certificate of Formation or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

Section 5.3.3 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 5.3.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Properties.

Division 5.4 Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Division 5.5 Penalties. Failure of an Owner to comply with this Declaration, guidelines set by the ACC, Certificate of Formation, Bylaws or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fees (as limited by the Texas Property Code) incurred in bringing such actions, and if necessary, costs and attorney's fees (as limited by the Texas Property Code) for appellate review. The Association shall also have the right to provide for the imposition of fines for failure to comply with this Declaration or Rules and Regulations; and, subject to the notice and hearing requirements of Chapter 209 of the Texas Property Code, fines levied by the Association shall be deemed an Individual Assessment against an Owner, as defined in Section 2.4.8 hereof.

Division 5.6 Remedies.

Section 5.6.1 Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any Person violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or recover damages, and against the land, and to enforce any lien created by this Declaration. Failure by Declarant, the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5.6.2 Effect of Other Regulations. Wherever higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulation than are

established by the provisions of this Declaration, the provisions of such statute, ordinance or regulation shall govern.

Section 5.6.3 Hearing by the Board. In addition to other remedies provided for the enforcement of these covenants, the Board of Directors is authorized to hear and determine the facts in cases of alleged nuisances and where it finds that facts exist which constitute a nuisance, the Board may order the cessation and abatement of such nuisance.

Section 5.6.4 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws or the RDG, shall be determined by the Declarant if at the time of the determination Declarant continues to have authority to appoint members to the ACC and shall be determined by the Board of Directors if at the time of determination the Board of Directors has the right to appoint the members of the ACC. The determination of Declarant or the Board of Directors, as the case may be, shall be final and binding upon all Owners.

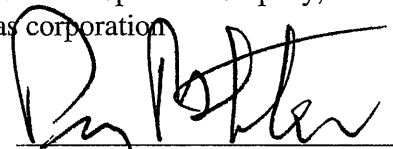
Section 5.6.5 Indemnification. THE ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION AGAINST EXPENSES, INCLUDING ATTORNEYS FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF *NOLO CONTENDERE* OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the 9th day of March, 2012.

DECLARANT:**ADDRESS:**

206 Entre Rios Blvd.
New Braunfels, Texas 78132

Blanton Development Company,
a Texas corporation

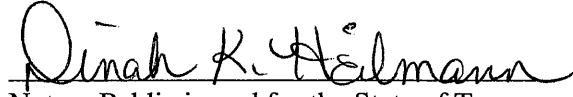
By: 

Perry Blanton, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 9th day of March, 2012, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, TX 78738

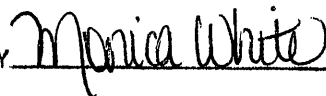


RTC
→ Greg Kopeck

FILED FOR RECORD

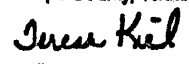
12 MAR 12 PM 1:32

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY 

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.




TERESA KIEL
Guadalupe County Clerk

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TURNING STONE SUBDIVISION UNITS E-1 AND W-1
CIBOLO, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE UNIT E-1 and TURNING STONE UNIT W-1, subdivisions in Guadalupe County, Texas, according to the maps or plats thereof recorded in Volume 7, Pages 778-779 ("Unit E-1") and Volume 7, Pages 776-777 ("Unit W-1") both in the Official Public Records, Guadalupe County, Texas (the "Supplemental Declaration") is made effective this 10th day of February, 2012, by Blanton Development Company, a Texas corporation (hereinafter referred to as "Declarant").

Whereas, Declarant is the owner of the real property known as Unit E-1 and Unit W-1; and

Whereas, Declarant has heretofore subjected Unit E-1 and Unit W-1 to certain covenants, conditions, restrictions, easements, charges and liens set forth in the TURNING STONE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded in Volume 3101, Page 26536 Official Records of Guadalupe County, Texas (the "Declaration"), and all capitalized terms used in this Supplemental Declaration and not defined herein shall have the meaning set forth in the Declaration; and

Whereas, the Declaration provides for the recording of supplemental declarations to subject any real property that is subject to the Declaration to further covenants, conditions or restrictions; and

Whereas, Declarant desires to impose upon the present and future owners of land within Unit E-1 and Unit W-1 additional binding covenants to run with the ownership of all land within those Units.

Now, Therefore, Declarant hereby declares that Unit E-1 and Unit W-1 shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions hereinafter set forth.

GF# 52 2085 Branch PTC/Schertz
PT \$ 28.00 Closer Initials DKH

ARTICLE I USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

Unit E-1 and Unit W-1 and each Lot situated therein shall be constructed, developed, occupied and used as follows:

1.1 Setback Requirements. All front, side, and rear setbacks from Lot lines, shall meet the requirements of all applicable codes and ordinances of the City of Cibolo and shall meet the following requirements:

<u>Side Yard</u>	<u>Front Yard</u>	<u>Rear Yard</u>
5'	25'	10'

The setbacks for Lots on the curvature of a cul-de-sac shall be determined by the ACC; provided such setbacks shall not be greater than the setbacks for such Lots shown on the final plats for Unit E-1 and Unit W-1. Such determination of the practicality or feasibility of locating the house at the 25' front setback shall be at the sole and absolute discretion of the ACC.

1.2 Size of Dwelling. Each Residence constructed on any Lot within Unit W-1 shall contain a minimum of 2,000 square feet with a maximum of 2,800 square feet for a single story residence and a minimum of 2,600 square feet with a maximum of 3,550 square feet for a two story residence of air-conditioned floor area. Each Residence constructed on any Lot within Unit E-1 shall contain a minimum of 1,350 square feet with a maximum of 2,200 square feet for a single story residence and a minimum of 2,000 square feet with a maximum of 3,550 square feet for a two story residence of air-conditioned floor area. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings. D.R. Horton (Continental Homes) Plan #1357 shall not be built more than 5 times in Unit E-1. D.R. Horton (Continental Homes) Plan #3532 shall not be built more than 3 times in Unit E-1. The minimum and maximum size of a Living Unit may be waived by the ACC on an individual case if in its opinion, such waiver is advisable in order to accommodate a unique building concept, and the resulting structure will not detract from the general appearance of the neighborhood. Unless a variance is granted by the ACC in accordance with Section 3.4.9 of the Declaration, two story residences may not be constructed upon more than ½ of the Lots which back up to Turning Stone Drive in either Unit W-1 or Unit-E. Further, unless a variance is granted by the ACC in accordance with Section 3.4.9 of the Declaration, two story residences may not be constructed upon more than ½ of the Lots which back up to the commercially zoned property on FM 1103 in either Unit W-1 or Unit-E.

1.3 Masonry Requirements. Except as provided below, at least seventy five percent (75%) of the surface of the exterior wall area (excluding gables, windows and door openings) below the Plate Line of all Living Units shall be constructed of stucco, brick veneer, or stone. Any Living Unit built on a Lot with a rear lot line backing up to Turning Stone Drive or commercially zoned property shall have one hundred percent (100%) of the surface of the exterior rear wall area (excluding gables, windows and door openings) below the Plate Line, constructed of stucco, brick veneer, or stone.

Hardy-plank or similar cement fiber products shall not be considered stucco, brick veneer, or stone for purposes of this paragraph.

1.4 Roofing Material. The exposed roofing material shall be slate, tile, **tarnished metal with standing seams**, or asphalt or composition type shingles with at least a twenty (20) year warranty.

1.5 Declarant Installed Fences. Declarant intends to install masonry or wrought iron fencing on all Lots with a rear or side boundary that abuts Turning Stone Blvd., the amenity center in Unit E-1, Green Valley Road, and any commercial lots along FM 1103. **Declarant further intends to install "fencecrete", masonry or wrought iron fencing on all Lots with rear or side boundaries abutting the Schertz-Cibolo-Universal City Independent School District Tract on Green Valley Road. Lot Owners shall maintain all fencing installed on an Owner's Lot by Declarant.**

1.6 Owner Installed Fences. All fences for any Living Unit shall be constructed of cedar, spruce or wrought iron and shall not exceed 6 feet in height. Chain link fences are specifically prohibited. The wooden fences shall (i) not be stained without ACC approval and (ii) shall be constructed with the slats touching each other. On Lots having side lot lines adjacent to streets, the Lot Owner shall be responsible for building and maintaining, on such side lot line, a 6' high cedar fence, constructed with steel posts, the smooth side facing toward the street, and a 2" by 6" cedar cap.

ARTICLE II APPROVALS

2.1 Required Approval. No building, structure, paving, pools, fencing, hot tubs, basketball goals or improvement of any nature shall be erected, placed or altered on any Lot unless the approvals required by the Declaration have been obtained from the ACC.

2.2 No Liability. Neither Declarant, the Association, the ACC, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment or negligence, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, so long as Declarant, the Association, the ACC, the Board of Directors, and the officers, directors, members, employees or agents thereof are acting in good faith. THE DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS OF THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. Approval of plans and specifications by the ACC is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the ACC, the members of either, the Declarant, the Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.

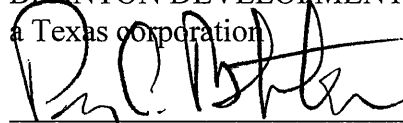
ARTICLE III GENERAL PROVISIONS

3.1 Conflict with Declaration. If any provision of this Supplemental Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision that is more restrictive, or that contains the more stringent requirement, shall control.

3.2 Definitions. Terms used in this Supplemental Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Supplemental Declaration.

BLANTON DEVELOPMENT COMPANY,
a Texas corporation



Perry O. Blanton, President

STATE OF TEXAS

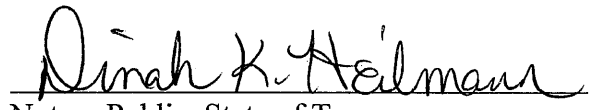
§

§

COUNTY OF GUADALUPE

§

This instrument was acknowledged before me on the 9th day of March, 2012, by PERRY O. BLANTON, as President of BLANTON DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

After Recording, Return To:

The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, Texas 78738



FILED FOR RECORD
12 MAR 12 PM 1:32

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY Monica White

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

**FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE**

WHEREAS, Blanton Development Company, a Texas corporation, is the "Declarant" under the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions filed of record in Volume 3101, Page 0266 of the Official Public Records of Guadalupe County, as the same may have been amended or supplemented from time to time (the "Declaration"); and

WHEREAS, Section 5.2.2 of the Declaration provides in relevant part that:

...Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration...for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole discretion, by filing an amendment in the Official Public Records of Guadalupe County, Texas; and

WHEREAS, Declarant at the time of this First Amendment is a Class B member as defined in Article 2 of the Declaration; and

WHEREAS, Declarant finds that it is in the best interest and for the benefit of the overall development as a whole for Declarant to determine and specify a specific stain approved by the ACC to be used in construction and maintenance of wood fencing within Turning Stone Subdivision.

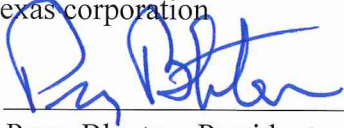
NOW THEREFORE, it is hereby declared that the Declaration is hereby amended to add a new paragraph to Section 4.3.7 to read as follows:

Unless otherwise approved by the ACC, all fences for any Living Unit shall be constructed of cedar or spruce with steel posts or wrought iron and shall not exceed 6 feet in height. Chain link fences are specifically prohibited. The wooden fences shall (i) not be stained without ACC approval and (ii) shall be constructed with the slats touching each other. The ACC has approved the use of Pittsburg Paints stain PPG CEDAR NATURALTONE, 77-1771 for the staining of wooden fences.

IN WITNESS WHEREOF, Declarant executes this First Amendment to the Master Declaration of Covenants Conditions and Restrictions for Turning Stone Subdivisions to be effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

DECLARANT

Blanton Development Company
a Texas corporation

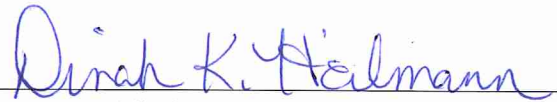
By: 
Perry Blanton, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions was acknowledged before me on the 14th day of July 2015, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of said entity.




Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, TX 78738

→ Providence Title Company
39100 FM 3009 STE 105
Schertz, TX 78154

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OFFICIAL PUBLIC RECORDS
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RESTRICTIONS
PAGES: 2
TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



**SECOND AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE**

WHEREAS, Blanton Development Company, a Texas corporation, is the "Declarant" under the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions filed of record in Volume 3101, Page 0266 of the Official Public Records of Guadalupe County, as the same may have been amended or supplemented from time to time (the "Declaration"); and

WHEREAS, Section 5.2.2 of the Declaration provides in relevant part that:

...Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration...for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole discretion, by filing an amendment in the Official Public Records of Guadalupe County, Texas; and

WHEREAS, Declarant at the time of this Second Amendment is a Class B member as defined in Article 2 of the Declaration; and

WHEREAS, in that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone, recorded as document No. 2015013843 in the Official Public Records of Guadalupe County, Texas (the "First Amendment"), the Declarant found that it was in the best interest of the Association and for the benefit of the development as a whole for the Declaration to specify a specific stain, approved by the Association's Architectural Control Committee ("ACC"), to be used in construction and maintenance of wood fencing within Turning Stone Subdivision; and

WHEREAS, in the First Amendment, the Declarant added the following language to Section 4.3.7 (A) of the Declaration:

Unless otherwise approved by the ACC, all fences for any Living Unit shall be constructed of cedar or spruce with steel posts or wrought iron and shall not exceed 6 feet in height. Chain link fences are specifically prohibited. The wooden fences shall (i) not be stained without ACC approval and (ii) shall be constructed with the slats touching each other. The ACC has approved the use of Pittsburg

Paints stain PPG CEDAR NATURALTONE, 77-1771 for the staining of wooden fences.

WHEREAS, the ACC has determined that "Pittsburg Paints stain PPG CEDAR NATURALTONE, 77-1771" should be replaced as the approved stain for use in the staining of wooden fences in Turning Stone by another appropriate stain, that is, Flood Stain Product #802;

NOW THEREFORE, Section 4.3.7 (A) is amended to completely remove the language set out in the First Amendment recited above and to replace the removed language with the following:

Unless otherwise approved by the ACC, all fences for any Living Unit shall be constructed of cedar or spruce with steel posts or wrought iron and shall not exceed 6 feet in height. Chain link fences are specifically prohibited. The wooden fences shall (i) not be stained without ACC approval and (ii) shall be constructed with the slats touching each other. The ACC has approved the use of Flood Products stain # FLD802 for the staining of wooden fences.

IN WITNESS WHEREOF, Declarant executes this Second Amendment to the Master Declaration of Covenants Conditions and Restrictions for Turning Stone Subdivisions to be effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

DECLARANT

Blanton Development Company

a Texas corporation

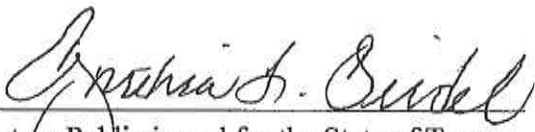
By: 

Perry Blanton, President

THE STATE OF TEXAS

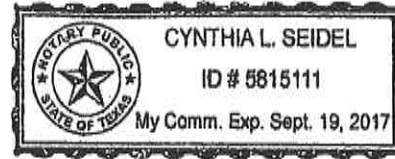
COUNTY OF GUADALUPE

This Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions was acknowledged before me on the 8 day of May, 2017, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of said entity.


Notary Public in and for the State of Texas
Cynthia L. Seidel

AFTER RECORDING, RETURN TO:

The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, TX 78738



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TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



Teresa Kiel

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THIRD AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE

WHEREAS, Blanton Development Company, a Texas corporation, is the "Declarant" under the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions filed of record in Volume 3101, Page 0266 of the Official Public Records of Guadalupe County, as the same may have been amended or supplemented from time to time (the "Declaration"); and

WHEREAS, Section 5.2.2 of the Declaration provides in relevant part that:

...Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration...for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole discretion, by filing an amendment in the Official Public Records of Guadalupe County, Texas; and

WHEREAS, Declarant at the time of this Third Amendment is a Class B member as defined in Article 2 of the Declaration; and

WHEREAS, in that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone, recorded as document No. 2015013843 in the Official Public Records of Guadalupe County, Texas (the "First Amendment"), the Declarant found that it was in the best interest of the Association and for the benefit of the development as a whole for the Declaration to specify a specific stain, approved by the Association's Architectural Control Committee ("ACC"), to be used in construction and maintenance of wood fencing within Turning Stone Subdivision; and

WHEREAS, in the Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone, recorded as Document Number 2017010505 in the Official Public Records of Guadalupe County, Texas (the "Second Amendment"), the Declarant found that it was in the best interest of the Association and for the benefit of the development as a whole for the Declaration to specify a specific stain, approved by the Association's Architectural Control Committee ("ACC"), to be used in construction and maintenance of wood fencing within Turning Stone Subdivision which is no longer available.

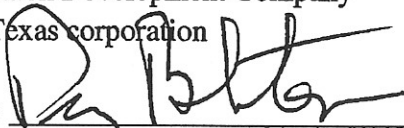
NOW THEREFORE, **Section 4.3.7 (A)** of the Declaration and any provisions pertaining thereto in the First and Second Amendments are hereby deleted and replaced as follows:

The design, construction, materials and specifications of fences shall be subject to the prior consent of the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence may be constructed, or require that any proposed fence be partially screened by vegetation. Fence maintenance on Lots, including fencing constructed by Declarant, shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than ten (10) degrees out of vertical alignment, (ii) missing, loose, or damaged stone or wood nails in the fence, (iii) symbols, writings, and other graffiti on the fence, (iv) broken or loose wires and/or (v) storage or hanging of any tools, garden implements, landscaping equipment, hoses, or similar items or equipment so as to be visible in any manner from adjoining properties. **Unless otherwise approved by the ACC, all fences for any Living Unit shall be constructed of cedar or spruce with steel posts or wrought iron and shall not exceed 6 feet in height. Chain link fences are specifically prohibited. Wooden fences shall (i) not be stained without ACC approval and (ii) shall be constructed with the slats touching each other. The ACC has approved the use of semi-transparent Olympic Stain, Rustic Cedar or equivalent semi-transparent stain and color in another brand as the designated fence stain to be used on Owner cedar plank fences in Turning Stone.**

IN WITNESS WHEREOF, Declarant executes this Third Amendment to the Master Declaration of Covenants Conditions and Restrictions for Turning Stone Subdivisions to be effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

DECLARANT

Blanton Development Company
a Texas corporation

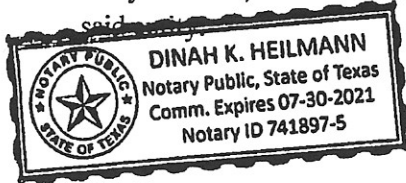
By: 

Perry Blanton, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions was acknowledged before me on the 25th day of March, 2018, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of



Dinah K. Heilmann
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Perry Blanton
451 Entre Rios Blvd.
New Braunfels, TX 78132

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TERESA KIEL, COUNTY CLERK



Teresa Kiel



FOURTH AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE

WHEREAS, Blanton Development Company, a Texas corporation, is the "Declarant" under the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions filed of record in Volume 3101, Page 0266 of the Official Public Records of Guadalupe County, as the same may have been amended or supplemented from time to time (the "Declaration"); and

WHEREAS, Section 5.2.2 of the Declaration provides in relevant part that:

...Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration...for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole discretion, by filing an amendment in the Official Public Records of Guadalupe County, Texas; and

WHEREAS, Declarant at the time of this Fourth Amendment is a Class B member as defined in Article 2 of the Declaration; and

WHEREAS, Article 4.2.2 of the Declaration addresses Pets and Other Animals as follows:

Pets and Other Animals. No animals, including pigs, potbellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, 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, maintained or cared for on the Properties. No animals shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Properties other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Properties and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed or fenced area shall be constructed in accordance with plans approved by the Architectural Control

Committee and shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. No enclosure for the containment of animals presented to the Architectural Control Committee for consideration may exceed six-feet (6') in height; and

WHEREAS, Declarant finds that it is in the best interest of the Association, its members and the development for Article 4.2.2 to be amended to provide an upper limit on the total number of authorized domestic pets which may be kept on an Owner's Lot.

NOW THEREFORE, Article 4.2.2 shall be amended by adding the following language to the end of Article 4.2.2 as currently written (as shown above):

Notwithstanding any other provision hereof to the contrary, no more than 4 authorized domestic household pets may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All animals must be properly tagged for identification. Any animals in excess of the maximum number allowed shall be permanently removed from the subdivision within thirty (30) days of the Owner's receipt of notice of violation from the Turning Stone Owners Association. Such notice of violation shall be given in accordance with the requirements of the Texas Property Code.

IN WITNESS WHEREOF, Declarant executes this Fourth Amendment to the Master Declaration of Covenants Conditions and Restrictions for Turning Stone Subdivisions to be immediately effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

→ Providence Title

DECLARANT

Blanton Development Company

a Texas corporation

By: 

Perry Blanton, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions was acknowledged before me on the 2nd day of ~~June~~^{July}, 2018, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of said entity.



Dinah K. Heilmann
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Perry Blanton
451 Entre Rios Blvd.
New Braunfels, TX 78132

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I certify this instrument was FILED and RECORDED
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TERESA KIEL, COUNTY CLERK



Teresa Kiel



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**FIFTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNING STONE**

WHEREAS, Blanton Development Company, a Texas corporation, is the "Declarant" under the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions filed of record in Volume 3101, Page 0266 of the Official Public Records of Guadalupe County, Texas as the same may have been amended or supplemented from time to time, including that certain Mesa At Turning Stone Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions recorded as Volume No. 4097. Page 685 of the Official Public Records of Guadalupe County, Texas (the "Declaration"); and

WHEREAS, Section 5.2.2 of the Declaration provides in relevant part that:

...Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration...for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole discretion, by filing an amendment in the Official Public Records of Guadalupe County, Texas; and

WHEREAS, Declarant at the time of this Fifth Amendment is a Class B member as defined in Article 2 of the Declaration; and

WHEREAS, Section 4.1.6 of the Declaration addresses the leasing of properties within the Turning Stone subdivisions; and

WHEREAS, concerns have arisen about the adverse impacts on property values and living conditions resulting from short-term rentals within the Turning Stone subdivisions; and

WHEREAS, Declarant finds that it is in the best interest of the Association, its members and the subdivision for Article 4.1.6 to be amended to provide restrictions on short-term or transient rentals within the subdivision.

NOW THEREFORE, Article 4.1.6 is amended to prohibit such rentals as and as amended shall read in its entirety as follows:

Leasing. Each Owner shall have the right to lease his lot and the improvements thereon (the "Property"), provided that such lease is in writing and the lease provides that the tenant shall be bound by the provisions of this Declaration, Certificate of Formation, Bylaws and Rules and Regulations (jointly the "Restrictions") and that the failure to comply with the provisions of these

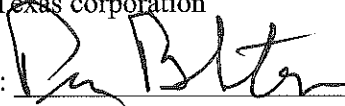
documents shall be a default under the lease as well as a violation of the Restrictions. Except for a lender in temporary possession of a Property following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure or a "lease back" allowing the seller of a Property to remain therein after the closing of the sale for a defined period of time, no Owner shall lease his property for transient purposes. Any lease which is for a period of less than one hundred eighty (180) days shall be deemed to be for transient purposes. The rental or lease of an individual room or rooms within a residence for any duration (even if longer than 180 days) or the lease of any Property to more than two unrelated persons or the lease of any Property for any commercial or non-residential purpose is strictly prohibited. Failure of an Owner to comply with the provisions of this Article 4.1.6, shall entitle the Association to take any and all enforcement actions allowed by the Restrictions and/or applicable law. In addition to other relief allowed by the Declaration and/or applicable law, the Association shall be entitled to immediate and continuing injunctive relief to immediately stop, and to permanently prohibit, the violation of this Article 4.1.6. The Association may seek the eviction of the lessee or renter occupying a Property by virtue of a lease which is in violation of this Article 4.1.6. The Association shall be entitled to recover all expenses incurred by the Association in enforcing this Article 4.1.6, including reasonable attorney's fees and costs of suit. In addition to the other actions authorized to enforce the provisions of this Article 4.1.6, the Association may also impose a fine on an Owner violating this Article 4.1.6 in an amount not exceeding two hundred dollars (\$200.00) for each day a violation occurred. Payment of a fine may be secured by the filing of a lien on the Property of the Owner on which the violation occurred. Prior to imposing a fine, the Association shall deliver written notice to the Owner of the violation and the intent of the Association to impose a fine in the manner required by the Association's Schedule of Fines and Texas Property Code Section 209.006. The Owner shall have the right to request a hearing before the Board, as provided by Texas Property Code Section 209.007, by submitting a written request for the hearing on or before the 30th day after the date the Association's notice of violation was mailed to the Owner.

IN WITNESS WHEREOF, Declarant executes this Fifth Amendment to the Master Declaration of Covenants Conditions and Restrictions for Turning Stone Subdivisions to be immediately effective on the recording hereof in the Official Public Records of Guadalupe County, Texas.

DECLARANT

Blanton Development Company

a Texas corporation

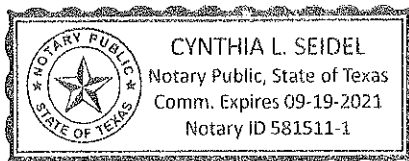
By: 

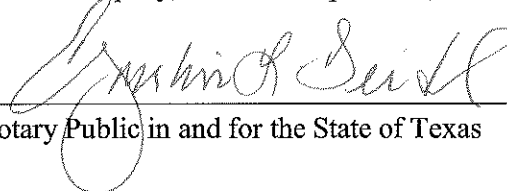
Perry Blanton, President

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions was acknowledged before me on the 21 day of September 2018, by Perry Blanton, President of Blanton Development Company, a Texas corporation, on behalf of said entity.

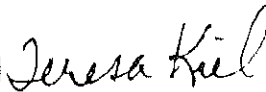



Notary Public in and for the State of Texas

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TERESA KIEL, COUNTY CLERK





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**CERTIFICATION OF BOARD RESOLUTION
FOR
TURNING STONE OWNERS ASSOCIATION, INC.**

I, the undersigned, do hereby certify:

THAT I am the duly authorized Secretary for the TURNING STONE OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the foregoing Resolution of the Board of Directors of the Association was duly adopted by the Board of Directors on the 8th day of December 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of December, 2014.

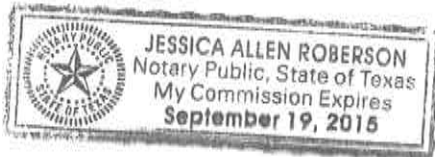
Glenn K. Weichert

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 10th day of December, 2014 by Glenn K. Weichert, Secretary for the TURNING STONE OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

The Weichert Law Firm
The Law Offices of Glenn K. Weichert, P.C.
3821 Juniper Trace, Suite 106
Austin, Texas 78738

enw
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UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF
TURNING STONE OWNERS ASSOCIATION, INC.

WHEREAS, Section 22.220 of the Texas Business Organizations Code provides that as authorized by the Certificate of Formation or Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting of the Board of Directors if a consent, in writing, setting forth the action so taken is signed by all members of the Board of Directors. Accordingly, pursuant to such statutory authority, the undersigned, being all of the Members of the Board of Directors of the Turning Stone Owners Association, Inc. (the "Association"), hereby consent to the adoption of the following resolutions by consent of all Members of the Board of Directors as of effective date of this unanimous consent:

RESOLUTION

WHEREAS, Article 5, Section 4 (d) of the Association's Bylaws provides that the Association's Board of Directors shall have the power and duty to enforce the provisions of the Declaration and other governing documents of the Association; and

WHEREAS, the provisions of Division 5.4 of the Master Declaration of Covenants, Conditions and Restrictions for Turning Stone Subdivisions (the "Declaration") provides in relevant part as follows:

Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

WHEREAS, Division 5.5 of the Declaration provides that...

The Association shall also have the right to provide for the imposition of fines for failure to comply with this Declaration or Rules and Regulations; and, subject to the notice and hearing requirements of Chapter 209 of the Texas Property Code, fines levied by the Association shall be deemed an Individual Assessment against an Owner, as defined in Section 2.4.8 hereof.

and

WHEREAS, the Board recognizes that enforcement of the Declaration and Restrictions is consistent with its' responsibilities and in the best interests of all property owners within Turning Stone; and

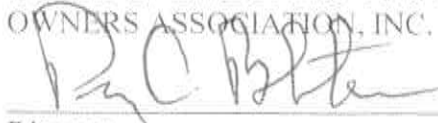
WHEREAS, the Board finds that the adoption of a schedule of monetary fines for violation of the requirements of the Declaration and the Restrictions, and the related provision of an opportunity for a hearing before the Board of Directors if a Lot Owner wishes to contest the validity

or imposition of fines in accordance with the fine schedule, is in the best interest of the Association and its Members.

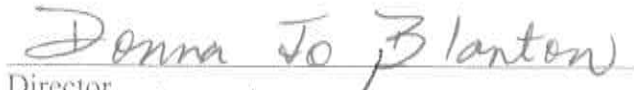
NOW THEREFORE, BE IT RESOLVED by the Board of Directors that the schedule of fines and procedures for imposition of fines as set out on Attachment "A" hereto is hereby adopted by the Board of Directors of the Association as a part of the Restrictions applicable to all Lot Owners within the Subdivision. Written notice of the adoption of these rules shall be given to all Lot Owners within the subdivision and these rules shall become effective upon recordation of the same in the Official Public Records of Guadalupe County, Texas.

ADOPTED this 24th day of DECEMBER, 2014

BOARD OF DIRECTORS TURNING STONE
OWNERS ASSOCIATION, INC.



Director



Director



Director

Attachment "A"

Attached to and a Part of a Resolution Adopted By
the Board of Directors of the Turning Stone Owners Association, Inc.

Schedule of Fines for Violations of Turning Stone Declaration

Fine for 1st violation of specified restriction	\$25.00 for each day of violation
Fine for 2nd and subsequent violation	\$50.00 for each day of violation

Procedure for Imposition of Fines

- 1) The Association Manager shall give written notice of specific violation to Lot Owner. This notice shall identify the specific violation, note the necessary action to cure such violation and shall designate a reasonable date by which such violation shall be cured. No penalty shall be imposed if the violation is cured within the designated time period.
- 2) The notice shall also provide that failure to cure the violation within the time designated will result in the imposition of fines for each day that the violation continues beyond the date of cure set out in the letter. The amount of the daily fine will vary depending on whether the violation has occurred previously.
- 3) The notice shall also provide that the Lot Owner shall have the opportunity to contest the existence of a violation or the imposition of fines by providing to the Association Manager a written request for hearing before the Board of Directors. This request for hearing must be postmarked or delivered to the Association Manager within thirty (30) days of the date of the notice of violation. Failure to do so shall result in waiver of the right to contest the violation or the fine.
- 4) The giving of the notice of violation and the procedure for the hearing before the Board shall be in performed in a manner which provides for a full, fair and adequate airing of the alleged violations of the Declaration and the Turning Stone Restrictions.

5) A notice of violation in substantially the following form shall be used:

Dear _____:

You are in violation of [e.g. Article VIII, Section 1 of the Turning Stone Master Declaration or other reference] in that you have done [or failed to do] the following. You have until [date is set out] to cure this violation. Your failure to do so on or before [the date set out] will result in the imposition of fines in the amount of \$ _____ for each day in which the violation continues and such other penalties as the Board may determine. No penalty will result if you cure the violation within the time required.

If you do not do so, the Board, after giving you an opportunity for a hearing before the Board (or those to whom the Board has delegated such responsibility), shall have the right to impose the above-referenced fines and/or any other penalty authorized by the Declaration or the Bylaws.

You have the right to a Hearing before the Board of Directors of the Association or those persons to whom the Board delegates such responsibility in writing.

You must request this Hearing within thirty (30) days of your receipt of this Letter by mailing or delivering a written request for hearing to the Board of Directors at the following address:

In the event of your failure to request such a hearing in a timely manner, the Board may act to impose any authorized penalty and take any lawful action to enforce the Turning Stone Declaration and related Turning Stone Restrictions without further notice to you except as may be required by law. Please contact _____ at _____ if you have any questions concerning this matter.

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CERTIFICATE

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**TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS**

