



FIFTH AMENDED AND RESTATED SONTERRA WEST  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

WHEREAS, Theron Vaughan and Ellie Vaughan, husband and wife, the Declarant, have previously placed of record that certain Sonterra West Declaration of Covenants, Conditions, and Restrictions dated February 1, 2006 as amended on March 16, 2006, July 7, 2006, July 19, 2006, and September 18, 2006, and recorded as Documents No. 2006008109, No. 2006023571, No. 2006056964, No. 2006060094, and No. 2006080632, respectively, of the Real Property Records of Williamson County, Texas (the "Master Declaration") affecting the real property described therein (the property subject to the Master Declaration, referred to as the "Property");

WHEREAS, Declarant desires to make certain additional covenants, conditions, and restrictions applicable to the Property, and to alter or eliminate certain other covenants, conditions and restrictions provided in the Master Declaration, all as provided herein;

WHEREAS, Declarant desires to maintain and preserve the means to carry out a uniform plan for the improvement, development, sale and maintenance of the Property for the benefit of the present and future owners of the Property;

WHEREAS, Declarant is conferred the authority by the terms of the Master Declarations to amend the Declarations;

WHEREAS, pursuant to Section 9.02 (A) of the Master Declaration, Declarant is conferred the authority to amend the Master Declaration acting alone until Declarant no longer holds a majority of the votes of the Association (as that term is defined herein);

WHEREAS, pursuant to Section 5.03 of the Master Declaration, Declarant holds a majority of votes of the Association by virtue of Declarant's ownership of property in the Property;

NOW, THEREFORE, it is declared (i) that, except where this Declaration expressly provides that an easement, restriction, covenant, or condition applies to only a part of the Property, all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, and particular portions of the Property shall be held, sold, conveyed, and occupied subject to the particular easements, restrictions, covenants, and conditions as provided in this Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part of the Property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of each portion of the Property; and (ii) that each contract or deed that may be executed with regard to the Property or any portion of the Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether the same are set out or referred to in the particular contract or deed.

The Master Declaration is hereby amended, restated, and replaced in its entirety with this Fifth. Amended and Restated Sonterra Declaration of Covenants, Conditions and Restrictions.

Authority of Board Not Affected. The authority of the Board to enforce the provisions of Sonterra West Declaration of Covenants, Conditions, and Restrictions dated February 1, 2006, recorded as Document No. 2006008109 of the Real Property Records of Williamson County, Texas, the provisions of the First Amended and Restated Sonterra West Declaration of Covenants, Conditions, and Restrictions dated March 16, 2006, recorded as Document No. 200602057, of the Real Property Records of Williamson County, Texas, the provisions of the Second Amended and Restated Sonterra West Declaration of Covenants, Conditions, and Restrictions dated July 7, 2006, recorded as Document No. 2006056964, of the Real Property Records of Williamson County, Texas, or the provisions of the Third Amended and Restated Sonterra West Declaration of Covenants, Conditions, and Restrictions dated July 19, 2006, recorded as Document No. 2006060094, of the Real Property Records of

Williamson County, Texas, is continued and is not otherwise affected unless specifically provided in this Fifth Amended and Restated Sonterra West Declaration of Covenants, Conditions and Restrictions.

## ARTICLE 1 DEFINITIONS

1.01 Definitions. The following words and phrases when used in this Declaration shall have the following meanings, unless the context specifies or requires otherwise:

"ACC" or "Architectural Control Committee" means the Sonterra West Architectural Control Committee and authorized pursuant to this Sonterra West Declaration of Covenants, Conditions, and Restrictions to review and approve plans for the construction and alteration of Improvements upon the Property.

"Approved Builder" means a builder that the ACC has approved under Section 3.31 of this Declaration.

"Architectural Control Committee Rules" means the rules that the Architectural Control Committee adopts and amends.

"Articles" means the Articles of Incorporation of Sonterra West Homeowners Association, Inc., that are filed in the office of the Secretary of State of the State of Texas, as the same are amended from time to time.

"Assessment" or "Assessments" means those assessments as the Association may levy under the terms and provisions of this Declaration, including that sum of money that the Association must levy in the manner and against the Property set forth in Article 7 in order to raise the total amount of money for which the levy in question is being made.

"Association" means and refer to the Sonterra West Homeowners Association, Inc., a Texas non-profit corporation created pursuant to the Articles.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association that the Board adopts and amends.

"C.F.R." means the United States Code of Federal Regulations, as amended.

"Common Area" means all real property, including the improvements to that real property, conveyed, leased, or licensed to the Sonterra MUDS or to the Association by Plat dedication, deed, lease agreement, license agreement, or otherwise. Additional Common Area may be dedicated or otherwise conveyed to the Sonterra MUDS or to the Association at any time. Common Area will not include any private roadways or driveway or any landscaped areas adjacent to the private roadways or driveway located on the Property.

"Declarant" means Theron Vaughan and Ellie Vaughan, husband and wife, acting through their duly authorized agents and representatives, including agent Sonterra Development LLC of Jarrell, Texas, a Texas limited liability company.

"Declaration" means this instrument, as it may be amended from time to time. However, when reference is made in this Declaration to a past action made pursuant to this "Declaration," the term "Declaration" will include the Declaration, a Prior Amendment, or a Superseded Declaration, as applicable.

"Improved Lot" means a Lot on which the construction of a residence in compliance with this Declaration has been completed.

"Improvement" means every structure and all appurtenances to any structure of every type and kind, including buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings,

fences, canine runs, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on a plat of a subdivision out of the Property, together with all Improvements located on the Property, excluding, however, any Common Area and any subdivided lot designated on a Plat as a "MUD" lot of any type.

"Member" or "Members" means any person, persons, entity, or entities holding membership rights in the Association as provided in this Declaration and in the Bylaws and Articles.

"Mortgage" means any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

"Multi-Family" means any residential structure containing more than one living unit. Assessments will be on a per living unit basis. For example, a duplex will be levied two assessments.

"Obligation" means any unpaid Assessment, Abeyance Fee, Initiation Fee, and other fee or fine that this Declaration authorizes and that the Association assesses or imposes under this Declaration on any Lot or Owner.

"Owner" or "Owners" means a person, persons, entity, or entities holding a fee simple interest in any portion of the Property and their assigns, lessees, tenants, licensees, and agents, but will not include a Mortgagee.

"Person" or "Persons" means any individual, individuals, entity, or entities having the legal right to hold title to real property.

"Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

"Plat" means a final recorded subdivision plat of any portion of the Property.

"Property" means those tracts of real property listed in Exhibit "A", save and except: (1) all property within the Sonterra Commercial Subdivision (recorded in the Official Records of Williamson County, Texas as Document No. 2005021114); (2) all property within Sonterra West Phase II (recorded in the Official Records of Williamson County, Texas as Document No. 2005081764); (3) all property within Sonterra West Phase III (4) all property north of Sonterra Boulevard within the Sonterra West subdivisions; (5) all property west of Granite Drive within Sonterra West subdivision; and (6) Lots 70, 71 and 72, Sonterra West Phase V-B, (recorded in the Official Records of Williamson County, Texas as Document No. 2007017010), and as increased by addition of real property or decreased by the withdrawal of real property pursuant to an amendment to this Declaration.

"Restrictions" means this Declaration, as the same may be amended and/or restated, together with the Rules, Architectural Control Committee Rules, and the Articles and Bylaws of the Association, as the same may be amended.

"Rules" means the rules that the Board adopts and amends.

"Sands of Sonterra" means the duplex home community located on Lots 1-24 of the Sonterra West Phase IIB1 Subdivision and which is designated herein as multi-family residential.

"Sonterra MUD" means the Sonterra Municipal Utility District.

"Sonterra MUDs" means the Sonterra Municipal Utility District, any municipal utility district created by the subdivision of Sonterra Municipal Utility District into separate municipal utility districts, and any municipal utility district created by the further subdivision of any of those separate municipal utility districts into additional, separate municipal utility districts.

"Subassociation" means a nonprofit corporation that the Declarant or the Association creates pursuant to Section 5.01 of this Declaration.

"Unimproved Lot" means a Lot on which the construction of a residence in compliance with this Declaration has not been completed.

## ARTICLE 2 INSTITUTIONAL LANDS

### 2.01 MUD Lots.

(a) Identification. MUD Lots will consist of all those Lots in the Property conveyed to one of the Sonterra MUDs and that the Sonterra MUD accept in writing.

(b) Purposes. The MUD Lots are hereby restricted and may be used only for the following purposes: constructing, maintaining, and operating the utilities that the Sonterra MUDs own and/or operate; open space; passive or active recreational use; and/or any other purpose for which municipal utility districts may, under Texas law, use land that they own.

(c) Restrictions. The MUD Lots will not otherwise be subject to the restrictions, terms, or provisions of this Declaration. Without limiting the foregoing, a MUD Lot will not be subject to any Assessments under this Declaration nor will the Sonterra MUD have any membership in the Association under this Declaration as a result of the ownership of the MUD Lots.

## ARTICLE 3 SUBDIVISION, IMPROVEMENT, CONSTRUCTION, and MODIFICATION RESTRICTIONS

Except as otherwise expressly provided in these Declarations with regard to limitations and restrictions applicable only in certain portions of the Property, all of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

### A. Subdivision

#### 3.01 Subdividing.

(a) Restrictions. The Owner of any Lot may not further divide or subdivide that Lot, and may not convey any easements or other interests in the Lot less than the whole (other than conveyance of a fee simple interest to one or more persons or entities who will then be joint owners of the Lot) without the prior written approval of the Architectural Control Committee.

(b) Architectural Control Committee Consideration & Approval. In considering a request for further subdivision or a restricted conveyance of less than a whole Lot, the ACC will consider, among other things, the proposed use of the affected property and any improvements proposed to be constructed on the affected property, the effect on crowding in the area, uniformity of development, compatibility with surrounding improvements and uses, and any other matters affecting compliance with and enforcement of these Restrictions as the ACC determines to be relevant to its consideration.

(c) Annual and Special Assessments. If the entirety of the area of an existing Lot is proposed to be re-subdivided to be included in and combined with the area of one or more surrounding lots, so that the total of affected Lots after such re-subdivision is one less than the total of affected Lots immediately before the re-subdivision, the ACC may, as a condition of approval of the re-subdivision, require that the owner (s) of the resulting re-subdivided Lots pay Annual and Special Assessments that exceed the amount of any uniform assessment that the Board

establishes from year to year by the percentage of the area of the extinguished Lot that is included in the new area of the resulting re-subdivided lot. By way of example only, if a Lot is re-subdivided so that one-half of its area is combined with each of the adjoining Lots on either side, the ACC may require the Owners of each of such adjoining Lots after re-subdivision to pay Annual and Special Assessments that are 150% of the uniform amount of such Annual or Special Assessments. The Owner(s) of the resulting re-subdivided Lot (s) will, on request of the ACC and as a condition of approval of the re-subdivision, execute any document for recording in the Official Public Records of Williamson County, Texas, that is reasonably necessary to impose, as a covenant running with the Lot benefiting the Association, the obligation to pay such enhanced Assessments and Special Assessments.

(d) Exception. This section does not restrict or prohibit either a conveyance of a lien against a Lot to secure an indebtedness, or on a conveyance of a fee simple interest in a Lot resulting in two or more owners of undivided interests in such Lot.

## **B. Improvements and Construction**

### **3.02 Written Approval for the Construction of Improvements.**

(a) Prior Written Approval Required. A person may not construct or place any Improvements, including children's playscapes or playhouses, on any of the Property without the prior written approval of the Architectural Control Committee.

(b) Approval of Typical Floor Plan. Regardless of anything in this Declaration to the contrary, the ACC may limit review to a review of a typical floor plan for the proposed residence type. Upon the ACC's approval of a typical floor plan, residences may be constructed consistent with the approved typical floor plan without the requirement of the ACC's further review or approval.

3.03 Construction in Place. All dwellings constructed on the Property will be built in place on the Lot and the use of prefabricated materials will be allowed only with the prior written approval of the Architectural Control Committee. Factory-built trusses are permitted.

### **3.04 Dwelling Size.**

(a) Main Structure Minimum and Maximum Floor Areas. For any residence located on the Property, the minimum and maximum floor areas for the main structure (including all air conditioned living areas, but excluding all open porches and garages), will be as follows:

Lot Width	Minimum/Maximum Floor Areas (in square feet)
For multi-family residences located on Lots that have a width at the building setback line that is not greater than forty-five feet (45), with no side setbacks, and rear setbacks with a minimum of ten feet (10'):	500/No Maximum
For single-family residences located on Lots that have a width at the building setback line that is not greater than fifty-five feet (55'):	900/2,500
For single-family residences located on Lots that have a width at the building setback line that is greater than fifty-five feet (55'), but not greater than sixty-five feet (65):	1,000/3,450
For single-family residences located on Lots that have a width at the building setback line that is greater than sixty-five feet (65):	1,200/No Maximum

(b) Further Restriction. Maximum floor areas may be further restricted by the restriction on total impervious cover allowed on a Lot pursuant to Section 3.16 of this Declaration.

(c) Variances. The Architectural Control Committee will, in its sole and absolute discretion based on criteria included in Section 6.09 of this Declaration, have the power to grant variances, on a case by case basis and at

the Owner's request, reducing the Minimum Floor Area or increasing the Maximum Floor Area by up to, but not in excess of one hundred (100) square feet.

3.05 Building Height. Any Improvement to be constructed on any other Lot, may not be greater than three (3) stories in height without the prior written approval of the ACC.

3.06 Roofs.

(a) Slope. All roofs on any residence or garage constructed on a Lot will have a roof slope of not less than a 4/12'.

(b) Material. All roofs will be constructed or covered either with tile, 26-gauge metal, or with 20-year composition shingles (meaning having a manufacturer's warranty of at least 20 years) constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown, grey, or the color of the original approved roof, or as the Architectural Control Committee otherwise approves.

3.07 Air-Conditioning Apparatus Location.

(a) Location. An Owner may not install an air-conditioning apparatus on the ground in front of a residence or on the roof of any residence.

(b) Window Units. An Owner may not attach a window air-conditioning apparatus or evaporative cooler to any front wall or front window of a residence or at any other location where a unit would be visible from any street.

3.08 Retaining Walls.

(a) Requirement. The Architectural Control Committee is authorized to require the construction of retaining walls on any Lot, the location of which the ACC will determine in its sole and absolute discretion.

(b) Materials and Design. The materials and design of a retaining wall that an Owner must construct or chooses to construct must:

- (1) Retaining walls visible from a street must be constructed of a limestone material must be of a design that the Architectural Control Committee has approved.
- (2) Retaining walls not visible from any street may be constructed with landscape timbers that are structurally engineered to withstand the weight and load of the specific retaining wall.

(c) Maintenance & Repair. The maintenance and repair of any retaining walls, including retaining walls that are constructed in whole or in part in the public right-of-way, will be the sole obligation of the Owner of the Lot on or adjacent to which the retaining wall is located. The Owner's failure to maintain any retaining wall located upon the Owner's Lot in good repair will be a violation of this Declaration, subject to the Association's powers of enforcement that this Declaration grants.

3.09 Masonry & Siding Requirements.

(a) Exterior Walls Facing Street. Each exterior wall of on each home, detached garage, guest house, or gameroom that faces any street and that is constructed within the Property will be one hundred percent (100%) or more masonry veneer, except as otherwise specifically provided in this Declaration or unless the ACC specifically approves another design.

(b) Computation. In computing masonry percentages under this Declaration, all gables, windows, and door openings will be excluded from the total area of exterior walls; and (2) stone and masonry used on fireplaces and walls of an attached garage may be included in the computation as stone or masonry used.

(c) Resolution of Conflict. Whenever two or more masonry requirements apply to a home or a side of a home, the requirement for a greater percentage of masonry will apply.

(d) Replacement of Siding. To the extent that siding material is installed on (1) any new home constructed after July 1, 2005, (2) any existing home where siding material is used to replace the entire non-masonry portion of any side of the home, or (3) any existing home where siding material is used to replace the entire non-masonry facade of a chimney, then that siding material will have the appearance of natural stucco, brick, or wood

and have a cement or fiber-cement composition as opposed to a composition of wood products. The use of such siding material having the appearance of natural stucco, brick, or wood and having a fiber-cement composition will not be considered masonry for the purpose of satisfying the minimum percentage of masonry required by this Declaration.

3.10 Masonry Requirements Chimney. Each chimney of each home constructed on the Property will comply with the masonry specifications set forth in the preceding section.

3.11 Garages.

(a) Interior. Owners must finish out the interior of all garages with sheet rock that is taped and floated.  
(b) Number of Spaces. Each single-family residential structure constructed within the Property will have garage space sufficient to house at least one (1) vehicle. Garages may not be closed in or converted to other uses.

3.12 Temporary Structures.

(a) No Temporary Structures. An Owner may not erect or maintain any temporary structures on a Lot other than temporary structures to be used in connection with construction on a Lot.

(b) Prior Approval. An Owner must obtain the prior written approval of the Architectural Control Committee for the use of temporary structures used in connection with construction on a Lot. An application for approval of a temporary construction structure should be included with the application for approval of the proposed Improvement.

(c) Maximum Square Footage. The maximum square footage of any temporary structure is 200 square feet.

3.12.1 Storage Buildings or Sheds.

(a) Storage Building, Shed Constructed On-Site, or Prefabricated Storage Building. Siding material will have the appearance of natural stucco, brick, or wood and must have a cement or fiber-cement composition as opposed to a composition of wood products. Paint colors of the exterior walls and trim of the Storage Building or Shed must match the exterior walls and trim of the home. Roofing material for the Storage Building or Shed must match the roofing material of the home. Plastic or metal prefabricated buildings may be installed if they are no more than six foot tall.

(b) Prior Written Approval. An Owner must obtain the prior written approval of the Architectural Control Committee for the construction or use of any Storage Building or Shed. An application for approval of a Storage Building or Shed must be included with the application for approval of the proposed Improvement. Failure to have written approval from the ACC will result in an automatic \$200.00 fine and/or removal of shed or storage building from the property at the owners expense. Forms can be obtained at [www.sonterrahoa.com](http://www.sonterrahoa.com)

(c) Maximum Square Footage. The maximum square footage of any Storage Building or Shed is 150 square feet. The maximum height of any storage building erected after December 1 2007, will be 8 feet.

(d) No improvements or additions may be made to any shed or storage building. These buildings will not be used for additional living area. No plumbing or water may be hooked up or run into these storage sheds or buildings. Fines of up to \$200.00 per offense will be issued to enforce these rules.

3.13 Playscapes and Similar Equipment.

(a) Location. Children's Playscapes and similar equipment may not be installed in any building setback area or in a utility, conservation, or drainage easement.

(b) Materials and Design. Playscapes and similar equipment will be consistent in materials and design with the surrounding development of the Property and will always be maintained in good repair, condition and appearance.

(c) Prior Approval. An Owner must obtain the Architectural Control Committee's written approval prior to the installation of any playscape or similar equipment. Nothing in this section will be construed to prohibit or to require prior approval of the sporadic presence and use of a tent or other similar equipment for play or recreational purposes by children when located in a backyard and reasonably screened from view from any street.

### 3.14 Unfinished Structures, Unimproved Lots.

(a) All structures and improvements must be completed within six (6) months after the construction has been commenced.

(b) Seventy-Foot or Greater Width. An Owner may not allow any structure located on any Lot that has a width at the building setback line of seventy-five feet (75') or greater to remain unfinished for more than one (1) year after the construction has been commenced.

(c) Extension of Time. The Owner of a Lot upon which a residence is being constructed may appeal to the ACC for one extension of the applicable completion deadline, and the ACC will grant one ninety day (90) extension of the applicable completion deadline if the ACC determines that the Owner or the Owner's contractor has been proceeding with reasonable diligence to complete construction and has provided evidence reasonably satisfactory to the ACC that construction will be diligently continued to completion.

(d) Failure to Meet Construction Deadline. If an Owner has not completed construction on a Lot by the applicable deadline, as the ACC may have extended, the Owner of such Lot will be subject to a fine in the amount of not more than \$100.00 per day, as determined by the Board of the Association in its discretion, for each day after the applicable completion deadline (as may have been extended) during which construction activity takes place or any partially constructed improvement remains substantially incomplete.

(e) Notice. If an applicable law, including Chapter 209 of the Texas Property Code, requires that the enforcing party provide written notice of a violation of this section to the Owner and/or requires an opportunity to cure the violation, the daily fine will not be assessable or payable until after any the required notice and/or opportunity to cure is provided in accordance with applicable law.

(f) Lien. The Lot on which the subject Improvement is not timely completed will be subject to a lien to secure payment of any fine. All fines levied under the terms and provisions of this section will be considered to be secured by all liens, encumbrances, and collection provisions that are provided in this Declaration with respect to Assessments. Except as otherwise required or prohibited by applicable law, the Association may collect any fines levied in the same manner as provided in this Declaration for the collection of Assessments.

### 3.15 Setback Requirements; Construction in Easements.

(a) Single-Family Setback Limits. Unless a more restrictive setback requirement for any Lot is set forth on the Plat that includes a Lot:

(1) the front setback will be at least twenty-five feet (25'), except for Sonterra West, Phase I-B, which will be at least twenty feet (20')

(2) each side yard setbacks will be at least five feet (5'), and

(3) the rear setback will be at least ten feet (10').

(b) Multi-Family Lot Setback Requirements.

(1) the front setback will be at least twenty-five feet (25'),

(2) each side yard setbacks will be at zero feet (0'), and

(3) the rear setback will be at least ten feet (10').

(c) Prohibition of Construction in Setback Areas and Easements A person may not construct or install any permanent improvement in any setback area, or in a drainage, utility, or conservation easement.

(d) Variances The ACC will in its sole and absolute discretion have the power to grant variances of the setback requirements set forth on the Plat for a lot or as set forth above in these restrictions.

### 3.16 Maximum Impervious Cover.

(a) Maximum. The maximum amount of impervious cover on any Lot used for residential purposes is seventy-five percent (75%) of the total area of the Lot.

(b) Allowed Variance. Any variance that the Architectural Control Committee grants to the maximum impervious cover requirement may not exceed five percent (5%) of the total area of the Lot and must be in writing. In determining a request for a variance, the Architectural Control Committee will consider nearby important environmental features that may have a bearing on water quality, the slope of the Lot, and the need for additional surface water facilities to account for changes in established drainage patterns.



(c) **Impervious Cover.** As used in this section, "impervious cover" means any man-made improvement that prevents the natural infiltration of water into the native soil, or prevents the migration of the infiltration as base flow. The following constitute a non-exhaustive list of improvements considered impervious cover:

- (1) roads, pavement, and driveways except as listed in this section among improvements not constituting impervious cover;
- (2) parking areas;
- (3) buildings;
- (4) pedestrian walkways and sidewalks;
- (5) concrete, asphalt, masonry surface areas, and paving stone surface areas;
- (6) densely compacted natural soils or fills that result in a coefficient of permeability less than  $1 \times 10^{-4}$  cm/sec;
- (7) stormwater drainage conveyance structures lined with impermeable materials;
- (8) interlocking or "permeable pavers"; and
- (9) fifty percent (50%) of the horizontal surface area of an uncovered deck that has drainage spaces between the deck boards that is located over a pervious surface.

The following constitute a non-exhaustive list of improvements considered not to be impervious cover:

- (1) swimming pool surface water area;
- (2) stormwater drainage conveyance structures not lined with impermeable materials
- (3) water quality controls and stormwater detention basins lined with impermeable materials;
- (4) water quality controls and stormwater detention basins not lined with impermeable materials;
- (5) naturally occurring impervious features, such as rock outcrops;
- (6) landscaped areas and areas remaining in their natural state; and
- (7) existing roads adjacent to the development and not constructed as part of the development at an earlier phase.

### 3.17 Landscaping.

(a) **Corner Lots.** On all corner Lots, prior to the occupancy of the residence located on the Lot, the Owner must plant (i) at least two (2) trees in the side yard, and (ii) at least two (2) trees in the front yard, unless two (2) trees of equal or greater size are already located on both the side and front yards of the Lot.

(b) **Interior Lots.** On all interior Lots, prior to the occupancy of the residence located on the Lot, the Owner must plant at least two (2) trees or more, in the front yard, unless two (2) trees of equal or greater size are already located in the front yard.

(c) **Types of Trees.** The trees required under this section must be live oak, Spanish oak, cedar elm, or any other tree that is native to Texas.

(d) **Front & Side Yards.** Prior to the occupancy of a residence located on a Lot, the Owner must fully sod with grass, hydro-mulch or other suitable landscaping materials that the ACC has approved, the front and side yards of the Lot (to the rear building line of the residence or to the front of the side yard fence, whichever is closer to the street).

### 3.18 Underground Utility Lines.

(a) **Requirement.** A person may not erect, place, or maintain any utility lines, including wires or other devices for the communication or transmission of telephone signals, electric current or power, or cable television signals, or any other type of line or wire anywhere in or upon any portion of the Property unless the line or wire is contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other Improvements as the ACC has approved in writing. All plans for the erection and placement of utility lines in multi-family residences shall be submitted to and approved in writing by the ACC.

(b) **Prior Approval.** The installation method, including the location, type of installation equipment, trenching method, or other aspects of installation for both temporary and permanent utilities is subject to the ACC's prior review and written approval.

(c) **Temporary Lines for Construction.** This section will not be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements that the ACC has previously approved in writing.

### 3.19 Exterior Illumination.

(a) Design and Installation. Permanent exterior lighting must be designed to light only buildings, driveway areas, and walkways, and may not produce glare on neighboring streets, Lots, or any part of the Property. All ground level floodlighting fixtures must be depressed or screened from public view. Exterior lighting may not be directed, focused, or broadcast into any buffer zone, greenbelt, or dedicated habitat or conservation easement. All permanent exterior lighting must include only white lights.

(b) Prior Approval. A person may not install any permanent exterior lighting on any of the Property without the prior written approval of the Architectural Control Committee.

(c) Hours of Illumination. A person may not illuminate permanent exterior lighting between 11:00 p.m. and 5:00 a.m., except for sporadic use in connection with the ingress or egress of residents of or visitors to the Lot or Lots for multi-family residences which may stay on all night and illuminate the entire parking and walking areas.

(d) Remedy. Upon an Owner's receipt of written notice from the Association that any permanent exterior lighting is in violation of this Declaration, the Owner will take all steps necessary to modify or remove such lighting.

(e) Exception. The restrictions on lighting provided in this section will not apply to temporary lighting for holidays, birthdays, and special occasions of limited duration.

### 3.20 Sidewalks.

#### (a) Residential Lots Abutting Internal Residential Streets.

(1) Installation by Owner or Builder. An Owner or Builder may cause the installation of concrete sidewalks along the fronts and sides of Lots abutting the internal residential street(s) adjacent to the Lot.

(2) Specifications. Unless otherwise required by law, sidewalks abutting internal residential streets must be four feet (4') wide and located adjacent to the curb, except that the Architectural Control Committee, in its discretion, may allow variances from these specifications to account for topography, trees, and other similar conditions.

(b) Sidewalks Along Arterial and Collector Streets. Specifications. Unless otherwise required by law, sidewalks along arterial and collector streets must be four feet (4') wide and located no closer to the curb than seven feet (7'), except that the Architectural Control Committee, in its discretion, may allow variances from these specifications to account for topography, trees, and other similar conditions.

(c) Legal Compliance. Sidewalks that are constructed in a public right-of-way on the Property must be constructed in compliance with all applicable laws and regulations, including the Americans with Disabilities Act of 1990, and regulations promulgated pursuant to the Act, as amended, and that are applicable to municipalities and/or counties in the construction of sidewalks. So long as the Williamson County regulates subdivisions and/or maintains streets and sidewalks in the Property, the Williamson County will have the authority to enforce the provisions of this section relating to construction of sidewalks in compliance with applicable laws and regulations.

3.21 Individual Lot Water Supply System. Neither an Owner nor any other person may install or maintain an individual water supply system on any Lot in the Property.

3.22 Individual Lot Sewage Disposal. Neither an Owner nor any other person may install or maintain an individual sewage disposal system on any Lot in the Property.

## C. Additional Construction Requirements

3.23 Drainage. An Owner may not interfere with the established drainage patterns over any of the Property, unless the Owner makes adequate provision for proper drainage facilities that prevent the impounding, diversion, or increase of surface water onto another Lot, which facilities the Architectural Control Committee has previously approved in writing.

### 3.24 Boundary Fences.

(a) Design and Specifications. The Boundary Fencing will be a minimum of six feet (6') in height with wood fencing.

(b) Timing. The homebuilder will construct the subject Boundary Fencing when residences are constructed on the subject Lots. The responsible party must complete the Boundary Fencing... Boundary fence must be constructed of like building materials from one house to the next.

(c) Maintenance and Repair.

(1) Lot owners will be responsible for the fence

(2) Lot Owners. It is intended that Boundary Fences will have a uniform appearance as seen from any Common Area. In furtherance of that intent, the Owners of Lots on which the side of a Boundary Fence facing such Lot (the "inside") is readily visible from any Common Area on the Property will maintain, at the Owner's expense, the inside part of that Boundary Fence in an appearance consistent with the appearance of the outside of the Boundary Fence. By way of example, the obligation of maintenance in the foregoing sentence will apply to inside parts of a Boundary Fence visible from a cul-de-sac, or where fencing is not permitted pursuant to Section 3.25 of this Declaration and a Boundary Fence is installed so that a clear view is available through a Lot to the inside portion of a Boundary Fence. The Owners of Lots bordered by a Boundary Fence are also responsible for promptly replacing any pickets in the Boundary Fencing that the Owner or the Owner's guests or visitors damages or destroys.

(3) Enforcement. If an Owner fails to maintain the part of the Boundary Fence visible from a Common Area as required in this subsection, the Association may enter the Owner's Lot and maintain that part of the Boundary Fence consistent with this section. The Association may immediately tax the reasonable costs of that maintenance against the subject Owner, which amount will be immediately due and payable to the Association.

### 3.25 Backyard Fencing.

(a) Design and Specifications. The Owner of a Lot who constructs a Backyard Fence on a Lot must construct a fence on the Lot that is not taller than six feet (6') tall.

(b) Obligation. AU fencing required or permitted by this Section will be the sole obligation of the Owner on whose Lot the fencing is located.

(c) Prohibition. Chain link fences are prohibited within the Property.

(d) Boundary Fencing. To the extent a Lot is required to have Boundary Fencing constructed along one or more Lot Lines of the Lot, the requirements for the Boundary Fencing will apply to those Lot line (s) in lieu of the requirements of this section.

(e) Maintenance. If an Owner installs fencing that adjoins a Boundary Fence, that Owner will maintain the outside of that fencing from the Boundary Fence to the home on the subject Lot in a manner, color, and condition consistent with the outside portion of the Boundary Fence. The Owner of a Lot with a Backyard Fence on a Lot is responsible for the maintenance of that fence.

(f) Enforcement. If the Owner fails to so maintain any fencing as required in subsection (e) of this section, the Association may enter the Owner's Lot and maintain that part of the Boundary Fence consistent with this section. The Association may immediately tax the reasonable costs of that maintenance against the subject Owner, which amount will be immediately due and payable to the Association. Moreover, an Owner's failure to maintain the fencing required or permitted by this section located upon the Owner's Lot in good repair will be a violation of this Declaration, subject to the Association's powers of enforcement granted by the Declaration.

(g) Variances. The Architectural Control Committee may, in its discretion, grant variances from the fencing requirements set forth in this section.

### 3.26 Antennae.

(a) Restriction. Except as otherwise required by applicable law, including 47 C.F.R. § 1.4000 et seq., a person may not erect or maintain any exterior radio or television antenna, or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including radio, television, or microwave signals that

are intended for cable television, network television reception, or other entertainment purposes. A person may not erect or maintain an antennae or other similar devices (except as specifically permitted below) on the roof of any structure located on any Lot.

(b) Condition to Enforcement. Prior to enforcement of the restriction set forth in this section, the Association will comply with any applicable requirement for seeking a declaratory ruling provided in 47 C.F.R. § 1.4000 et seq.

(c) General Variance. A person may:

- (1) erect on the roof ridge line of a home one satellite dish (or similar instrument or structure) that is one meter or smaller in diameter or diagonal measurement, and
- (2) place one satellite dish or similar instrument or structure the backyard of any Lot so long as it is completely screened from view from any street, alley, park, or other public area.

(d) Specific Variances. The Architectural Control Committee may make specific variances to the restriction provided in this section to the extent that the restriction results in an unreasonable cost of installation, maintenance, or use of an antenna or satellite dish, or to the extent that the restriction precludes reception or transmission of an acceptable quality signal.

### 3.27 Tanks.

(a) Restriction. An Owner may not place or maintain any exterior propane tanks, butane tanks, or any other tanks of any kind or nature upon any Lot.

(b) Exceptions. Regardless of the restriction in this section, an Owner may place and maintain propane tanks contained within or affixed to residential barbecue units on a Lot.

### 3.28 Signs.

(a) "Open House" Signs. A person may not install "Open House" signs and signs advertising the showing of a residence for sale anywhere on the Property except during the period from thirty (30) minutes before to thirty (30) minutes after the open house or showing of the house advertised. Only ten (10) of such signs may be placed on the Property for the purpose of providing directions to the residence being shown.

(b) ACC Rules. The Architectural Control Committee may provide for additional rules regarding the number, size, and placement of signs and materials comprising signs located on a Lot. The ACC may also adopt a rule prohibiting the placement of any permanent signs on any part of a Lot visible from any other part of the Property.

3.29 Hazardous Improvements. A person may not construct any Improvements on the Property that are, or might be, unsafe or hazardous to any person or property.

## D. Modification

3.30 Alteration or Removal of Improvements. Prior to commencing any work on the following, an Owner must obtain the Architectural Control Committee's written approval of:

- (1) any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement,
- (2) the removal of any Improvement, and
- (3) all original and changes to exterior colors and finishes.

## E. Approved Builders

### 3.31 Approved Builders.

(a) Requirement to Use Approved Builders. Prior to commencing the construction of a home on a single-family residential Lot in the Property, an Owner must obtain the Architectural Control Committee's approval of the builder that the Owner desires to use, except for the following, which are Approved Builders:

- (1) Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership,
- (2) Killeen Majestic Homes,

- (3) Affiliates LLC General Contractors, a Texas limited liability company, and
- (4) T.W. Scott Homes, Inc, a Texas corporation.
- (b) List of Approved Builders. In addition to the above listed Approved Builders, the ACC will compile and maintain a list of builders who are approved to build on the Property (the "List of Approved Builders").
- (c) Additions to & Deletions front List. The ACC may, at any time, add or delete builders from the List of Approved Builders. Each new builder is referred to in this Declaration as a "New Builder."
- (d) Application. A builder may, at any time, apply to the ACC to be added to the List of Approved Builders. For a New Builder to be considered for addition to the List of Approved Builders, the New Builder must file an application with the ACC that provides:
  - (1) a written statement with the name of the proposed New Builder and a request that the New Builder be added to the List of Approved Builders;
  - (2) financial information on the New Builder adequate for the ACC to assess the financial strength of the New Builder;
  - (3) a list with the physical addresses for all houses that the New Builder then currently has under construction, numbered individually,
  - (4) a list with the physical addresses all houses that the New Builder completed either within the then current calendar year or within the two (2) immediately preceding calendar years, numbered individually;
  - (5) a statement of the sales price of homes that the New Builder completed during the two preceding calendar years and for the present year through the current date and the asking price for all unsold homes of the New Builder and all homes that the New Builder currently has under construction;
  - (6) a "Negative Selling" statement letter that New Builder has executed in a form acceptable to the ACC.
- (c) Determinations. The ACC's opinions and determinations on a New Builder's application to be added to the list are at the discretion of the ACC, and those determinations will be final and unappealable. If the ACC fails to act upon an application within thirty-one (31) days of the filing of an application, the ACC will be deemed to have approved the addition of the New Builder to the List of Approved Builder, unless the ACC affirmatively extends it time to act for a period of an additional ten (10) days. However, the ACC can make only one ten-day extension to the original thirty-one day period.

#### ARTICLE 4 USE RESTRICTIONS

Except as otherwise expressly provided in these Declarations with regard to limitations and restrictions applicable only in certain portions of the Property, all of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

- 4.01 General Use.
  - (a) Uses. The Property will be improved and used for single-family residential, except for property designated Multi-Family as provided herein or for use as Common Area, except as otherwise expressly provided in this Declaration.
  - (b) Temporary Exception. Nevertheless, a builder may use a Lot as a model home during the development, marketing, and construction phases for the Property.
  - (c) Common Area. Common Area may be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property.
  - (d) Change of Use. From time to time the ACC may change the use of the Property from single-family to multi-family (which would include garden homes, duplexes, triplexes, apartments, or other designations) as it determines to be in the best interest of the Owners.
- 4.02 Common Area.
  - (a) Ownership. The Association will own and/or hold the Common Area for the common use and enjoyment of the Owners.

(b) Improvement, Use, and Occupancy. A person may not improve, use, or occupy any land within any Common Area, except in such manner that the Association has approved, in their discretion, subject to the approval of the Architectural Control Committee as provided in subsection (b) of Section 4.03 of this Declaration. This required approval will extend to the nature and type of use, occupancy, and Improvement.

(c) Maintenance. The Association will have the obligation to maintain the Common Area.

#### 4.03 Construction Activities.

(a) Allowed Activities. Nothing in this Declaration will be construed so as to interfere with unreasonably or to prevent normal construction activities during an Owner's construction of Improvements on any Lot within the Property. Specifically, these construction activities will not constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, if the construction of Improvements is pursued to completion with reasonable diligence and conforms to usual construction practices in the area and in compliance with the time provisions of Section 3.14 of this Declaration.

(b) Temporary Waiver. If any dispute arises regarding these construction activities, the ACC may grant a temporary waiver of the applicable provision, provided that the waiver will be only for the reasonable period of the subject construction.

4.04 Good Condition & Repair of Buildings. At all times, each Owner will maintain and keep all Improvements on the Owner's Lots in good condition and repair and adequately painted.

#### 4.05 Maintenance of Lawns, Plantings and Improvements. Yards.

(a) Maintenance. Each Owner will keep shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, and mowed, and will keep yards free of trash and other unsightly material.

(b) Diseased Trees. The Owner of a diseased tree will cause the timely treatment or removal, as appropriate, of the tree in order to save the tree and/or prevent the spread of disease.

(c) Oak Wilt Control.

(1) Authority to Control. If Oak Wilt disease occurs on the Property, the Association is authorized, at the expense of the Association, to enter onto any Lot and, without causing harm to any Improvement located on the Lot, cause trenching to be installed sufficient for the control or eradication of the Oak Wilt disease discovered in the vicinity. The Association will engage and rely on the advice of a professional arborist in determining the nature and location of any trenching installed pursuant to this section. Each Owner will allow the entry onto his Lot and the installation of a trench as provided in this section.

(2) Notice and Cooperation. The Association will provide written notice to the Owner of each Lot on which trenching will occur not less than five (5) days prior to the trenching work. The Association will reasonably cooperate with each affected Owner in scheduling any trenching work and locating the site of the trenching.

(3) Damage. At its cost, the Association will cause the reasonably prompt repair or replacement of any damage to any landscaping or to an Improvement in connection with the trenching effort.

#### 4.06 Rubbish and Debris.

(a) Prohibition. Owners will not cause, permit, or allow any rubbish or debris of any kind to be placed or accumulate upon their Lot and will not cause, permit, or allow any odors to arise from such rubbish or debris so as to render their Lot or any portion of the Property to be unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants.

(b) Covered and Screened Containers. At all times, Owners will keep refuse, garbage, and trash in covered containers and will keep these containers within enclosed structures and appropriately screened from view from any street.

4.07 Mobile Homes, Travel Trailers, and Recreational Vehicles.

(a) Mobile Home Prohibition. A person may not park or place any mobile homes on any Lot at any time.

(b) Travel Trailers and RVs. A person may not park any travel trailers or recreational vehicles on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

4.08 Insurance Rates. Owners will not keep or allow or permit to be kept anything or activity on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Architectural Control Committee.

4.09 Noise. Nuisances.

(a) Prohibition-Noise. Neither Owners nor their guests or invitees may use exterior speakers, horns, whistles, bells, or other sound devices, (other than security devices used exclusively for security purposes) on any of the Property in any way that is unreasonably loud or disturbing to neighboring properties, or use such sound devices between the hours 11:00 p.m. and the following 7:30 a.m. Owners may not use any ultrasonic device or other device audible only to animals on any Lot so as to be audible outside the confines of any residence on the Property.

(b) Prohibition-Other. Neither Owners nor their guests or invitees may cause or permit any noise, condition, use, or activity to exist or operate on any portion of the Property so as to be offensive, disturbing, unreasonably unsightly, unclean, unsanitary, unsafe, conducive to criminal activity, or detrimental to any other portion of the Property or to its occupants. By way of example only, the following may constitute a nuisance: a fire damaged Improvement or an Improvement that is in a state of substantial disrepair; the presence of junk or inoperable equipment or vehicles that are visible from any Lot; broken water or wastewater plumbing or facilities; a security device on any Lot that malfunctions three or more times in any thirty-day period.

(c) Construction Activity. Any construction activity on a Lot will be restricted to the hours 6:30 a.m. to dusk.

(d) Violation. Conduct in violation of this section is declared to be a nuisance.

(e) Enforcement. After the delivery of a written notice addressed to the Owner of the Lot of that is the source of the particular use, condition, or activity that the Association believes to constitute a nuisance under this section, the Association will have the right to levy a fine against the Owner of the Lot in an amount of up to \$200.00 per day the nuisance occurs, as the Board determines. The notice that this subsection requires must comply with any applicable law, including the requirements of Section 209.006 of the Texas Property Code, as amended, which requires a description of the alleged violation, a statement that the Owner is entitled to a reasonable period to cure the violation and avoid the fine unless the Association has given the Owner another notice and a reasonable opportunity to cure a similar violation within the preceding six months, and a statement that the Owner may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the Owner receives the notice. A fine under this section will be in addition to any fine or civil penalty recoverable by applicable law.

(f) Security. The Lot on which any nuisance or prohibited condition or activity occurs in violation of this section will be subject to a lien to secure payment of any fines assessed on account of such condition or occurrence. All fines that the Association levies under the terms and provisions of this section will be considered to be secured by all liens, encumbrances, and collection provisions that are provided in this Declaration with respect to Assessments. Further, except as otherwise required or prohibited by applicable law, the Association may collect these fines in the same manner as provided in this Declaration for the collection of Assessments.

4.10 Hazardous Activities.

(a) Prohibition. Neither Owners nor their guests or invitees may conduct any activities on the Property that are or might be unsafe or hazardous to any person or property.

(b) Firearms and Fireworks. Without limiting the generality of the prior subsection, neither Owners nor their guests or invitees may discharge firearms or fireworks on the Property.

(c) Fires. Neither Owners nor their guests or invitees may light or permit open fires except within safe and well-designed interior fireplaces, or in contained barbecue or outdoor grill units while attended and in use for cooking purposes.

4.11 Mining and Drilling. A person may not use any portion of the Property for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, earth, or groundwater.

4.12 Unsightly Articles, Vehicles, Parking.

(a) Prohibition-General. Neither Owners nor their guests or invitees may permit any article that the Architectural Control Committee deems to be unsightly to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares.

(b) Prohibition-Specific. Without limiting the generality of the prior subsection:

- (1) Certain Large Items. Owners or their guests or invitees must, at all times, keep trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment in enclosed structures or screened from view, except when in actual use or during cleaning, loading, or unloading of these items.
- (2) Repair or Maintenance. Neither Owners nor their guests or invitees may conduct any repair or maintenance work any of the items listed in the prior paragraph, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures.
- (3) Inoperable Vehicles. Neither Owners nor their guests or invitees may park any inoperable automobile or other vehicle in any roadway or on any driveway on the Property.
- (4) Items Screened from View. Owners must appropriately screen from public view any service area, storage area, compost pile, household furniture and facilities for hanging, drying, or airing clothing or household fabrics. Owners may not keep, store, or allow to accumulate any lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash on any portion of the Property except within enclosed structures or appropriately screened from view.

4.13 Animals, Household Pets.

(a) Domestic Household Pets Only. An Owner may not keep, maintain, or care for on the Property any animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal that is not considered to be a "domestic household pet" within the ordinary meaning and interpretation of that term. Furthermore, an Owner may not stable, maintain, keep, care for, or boarded any animal for hire or remuneration on the Property and may not maintain any kennels or breeding operations on the Property.

(b) Number. An Owner may not regularly keep more than four (4) total domestic pets on a Lot at any one time, with the exception of domestic household pets that are normally kept in an aquarium, terrarium, herptarium, or similar enclosure. An Owner of a home in the Sands of Sonterra may not regularly keep more than one (1) dog on a Lot at any one time and may not regularly keep more than two (2) total domestic pets on a Lot at any one time, with the exception of domestic household pets that are normally kept in an aquarium, terrarium, herptarium, or similar enclosure.

(c) Leash Required. Neither an Owner nor an Owner's guest or invitee may have a domestic household pet on the Property other than on the Owner's Lot or the Lot that the guest is visiting, unless the pet is confined to a leash.

(d) Enclosed Areas. Owners may not allow any domestic household pet to run at large and must keep all pets within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be of reasonable design and construction to adequately contain pets in accordance with the provisions of this section and must be screened so as not to be visible from any other portion of the Property.

(e) Defecation. An Owner will immediately clean up and remove any defecation left anywhere outside the Owner's Lot by an animal that the Owner owns or is under the Owner's care or control.

(f) Vaccinations and Tags. Owners must vaccinate all of their dogs and cats for rabies, re-vaccinate them as required by law or as necessary to maintain current and adequate protection from rabies, and tag them for identification and proof of vaccination.



4.14 Rentals for Residential Purposes. Nothing in this Declaration will prevent an Owner's rental of any Lot and the Improvements on the Lot for residential purposes.

4.15 Portable Basketball Goals. An Owner may not set up portable basketball goals up in any street in the Property or use them in such a way as to unreasonably block pedestrian traffic (including foot traffic, wheelchairs, strollers, bicycles, scooters, and wagons) on any sidewalk in the Property. Goals must be stored upright and out of the R.O.W. No goals will be allowed stored facing down in the front yard.

4.16 Recreational Improvements. The Architectural Control Committee must give its written approval prior to the construction of any recreational improvements within a Common Area.

4.17 Greenbelt. Open Space/Habitat. Regardless of any provision in this Declaration to the contrary, all Lots designated on any Plat as "Greenbelt," "Private Open Area," "Open Space," "Habitat" or other similar designation will be restricted against any commercial and/or residential development. Lots with these designation may be used for any private or public, active or passive recreational purposes.

## ARTICLE 5 SONTEBRA WEST HOMEOWNERS ASSOCIATION, INC.

### 5.01 Creation.

(a) Sonterra West Homeowners Association. The Declarant will create a nonprofit corporation, with the name of "Sonterra West Homeowners Association, Inc." for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration.

(b) Subassociation. The Declarant or the Association may create one or more nonprofit corporations for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration for a subdivision of Lot less than all of the Property. The Declarant or the Association, as the case may be, will determine by amendment or supplement to this Declaration, or other appropriate means, the manner in which the powers of that the subassociation and the Association derive from this Declaration are allocated between those entities.

5.02 Declarations Control. The Association may not amend or otherwise change or interpret the Articles or the Bylaws for any reason or so as to be inconsistent with this Declaration.

### 5.03 Membership.

(a) Members. Any Person, upon becoming an Owner of a fee simple interest in a Lot, will automatically become a Member of the Association..

(b) Membership Runs with the Property Interest. Membership in the Association will be appurtenant to and will run with the property interest that qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the property interest.

5.04 Voting Rights. The right to cast votes, and the number of votes that may be cast, for election of Members to the Board of Directors of the Association and on all other matters on which the Members will vote, will be calculated as follows:

- (1) Number of Votes. The Owner, including the Declarant, of the requisite interest for Membership in a Lot within the Property, subject to the suspension provisions set out in Section 8.05 of this Declaration.
- (2) Exercise of Votes. Except with regard to the Declarant as provided in paragraph (3) of this section, only one vote may be cast or exercised on any matter for each Lot regardless of the number of Owners of the requisite interest for Membership in that Lot.
- (3) Additional Votes of the Declarant. In addition to any votes to which the Declarant may be entitled by reason of paragraph (1) of this section, for every one (1) vote outstanding in favor of any other person or entity, the Declarant will have four (4) additional votes until the Declarant no longer owns any land within the Property. The Declarant will be entitled

to the additional votes under this paragraph regardless of whether the land entitling the Declarant to such votes has been subdivided.

5.05 Powers and Authority of the Association.

(a) General. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations upon the exercise of that power as this Declaration expressly sets forth. It will 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 that the laws of Texas or this Declaration grant to it.

(b) Specific. Without in any way limiting the generality of the prior subsection, the Association and the Board, acting on behalf of the Association, will have the power and authority at all times as follows:

- (1) Rules. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, Rules that are not in conflict with this Declaration, as it deems proper covering any aspect of its functions.
- (2) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (3) Records. To keep books and records of the Association's affairs.
- (4) Fees and Assessments. To levy the Initiation Fee and Assessments as provided in Article 7 below and to assess such other fees and fines as this Declaration authorizes. These Fees and Assessments may be levied on both the Master Association and subassociations.
- (5) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or other portion of the Property for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to this Declaration.
- (6) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of this Declaration or its Rules, or in the performance of any other right, duty, power, or authority of the Association.
- (7) Collection for Subassociations. To collect on behalf of and for the account of any Subassociation any assessment made by a Subassociation created pursuant to this Declaration, as amended, and/or a Supplemental Declaration.
- (8) Conveyances. To grant and convey to any person or entity the real property and/or other interest in real property, including fee title, leasehold estates, licenses, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining the following:
  - (A) Parks, parkways, or other recreational facilities or structures;
  - (B) Roads, streets, street lights, walks, driveways, trails, and paths;
  - (C) Lines, wires, conduits, pipelines, or other devices for utility purposes;
  - (D) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and/or
  - (E) Any similar public, quasi-public, or private improvements or facilities.

Nothing above, however, will be construed to permit the use or occupancy of any improvement or other facility in a manner that would violate applicable use and occupancy restrictions that other provision of this Declaration imposes on the subject use or occupancy.

- (9) Manager and Personnel. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent that the Board deems advisable. The Association may directly employ additional personnel, or the Manager may furnish additional personnel. To the extent permitted by law, the Association and the Board may delegate any other duties, powers, and functions to the Manager.
- (10) Property Services.

- (A) To own and operate any and all types of facilities for both active and passive recreation;
  - (B) To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and
  - (C) To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services, and maintenance for the property of the Association.
- (11) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (12) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Control Committee as in this Declaration requires.
- (13) Contracts. To enter into contracts with other persons on such terms and provisions as the Board will determine for the purpose of operating and maintaining any Common Area or to provide any service or perform any function.
- (14) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.
- (15) Suit to Enforce. In its own name and on its own behalf, or in the name of and on behalf of any Owner who consents, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration.
- (16) Enforcement. To settle claims, enforce liens, and take all such action as the Association may deem necessary or expedient to enforce this Declaration.
- (c) Recovery of Expenses.
  - (1) Personal Obligation and Lien. The expense that the Association incurs in connection with the entry upon any Lot or other portion of the Property and the maintenance and repair work conducted on that Lot or other portion of the Property will be a personal obligation of the Owner of the Lot or other portion of the Property and will be a lien upon the Lot or other portion of the Property entered upon and the Improvements on the subject Lot.
  - (2) Enforcement. The Association may enforce the personal obligation and lien created under paragraph (1) of this subsection in the same manner and to the same extent as provided in Article 7 of this Declaration for Assessments.
- (d) Release for Delegations to Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise of any duty, power, or function that the Association and the Board delegate to the Manager.

5.06 Maintenance. Except as otherwise specifically provided in this Declaration and except to the extent that the Sonterra MUDs either own the affected property or have assumed any of the following obligations, the Association will (i) maintain, repair, and replace as necessary all landscaping, irrigation systems, entrance signs, and other improvements (other than roadways and utility lines) within any right-of-way that is within or adjacent to the Property; and (ii) maintain all Common Area.

5.07 Common Area. Except as otherwise specifically provided in this Declaration and except to the extent that the Sonterra MUDs either own the affected property or have assumed any of the following duties and subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

- (1) To accept, own, operate, and maintain all Common Area that may be conveyed, leased, or licensed to it, together with all Improvements of whatever kind and for whatever purpose that may be located in those areas; and to accept, own, operate, and maintain all other property, real and personal, conveyed, leased, or licensed to the Association, and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. This maintenance will include mowing and removal of rubbish or debris of any kind.

- (2) To pay all real and personal property taxes and other taxes and assessments levied upon property that the Association owns, leases, or licenses and for which the Association has obligated itself to pay those taxes or assessments, to the extent that those taxes and assessments are not levied directly upon the members of the Association. The Association will have all rights granted by law to contest the legality and the amount of those taxes and assessments.
  - (3) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. This insurance will be in an amount as the Board will deem appropriate.
- 5.08 Indemnification, Limitation on Liability. The Association will indemnify its officers and directors, and the liability of the officers and directors of the Association will be limited to the extent provided in these Articles.

## ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

### 6.01 Architectural Control Committee.

- (a) Creation. An architectural control committee, known as the Sonterra West Architectural Control Committee, is hereby created to perform the functions of the Architectural Control Committee as provided in this Declaration.
- (b) Authority. Subject to the right of appeal provided in this Declaration, the Architectural Control Committee will have the sole and exclusive authority to review and approve plans and specifications for the construction of Improvements, and will have the authority to adopt procedural and substantive rules, grant variances, and to take any other action pertaining to the Property that this Declaration authorizes.
- (c) Voting Members. The Architectural Control Committee will consist of not more than three (3) voting members.
- (d) Eligibility. Only Members are eligible to be appointed to or to continue serving on the Architectural Control Committee. A member of the Architectural Control Committee who ceases to own any Lot(s) in the Property will no longer be eligible to serve on the ACC.
- (e) Term. Each voting member of the Architectural Control Committee will serve for a term of office of three (3) years or until his or her successor has been appointed and has taken office, unless such member's term has earlier terminated as a result of such member's death, resignation, ineligibility, or a member has been removed in accordance with the provisions of this Declaration.
- (f) Advisory Members. The voting members of the Architectural Control Committee may designate (and remove) advisory members to serve on the Architectural Control Committee without voting powers.

6.02 Rights of Appointment, Removal. The Declarant will appoint the members of the Architectural Control Committee. The Declarant may remove, with or without cause, any member of the Architectural Control Committee.

### 6.03 Adoption of Rules and Uniform Codes.

- (a) By this Declaration. Without the act of the Board or the ACC, this Declaration hereby adopts as applicable to all development on the Property, the 2003 editions of the International Building, Plumbing, Mechanical, Fire, and Energy Conservation Codes, the 2003 edition of the International Code Council Electrical Code, and the 2004 Supplement to the International Energy Conservation Code, until such time as the 2006 editions of those six codes are issued, at which time, those 2006 editions will be applicable to all development on the Property.
- (b) By the ACC. The Architectural Control Committee, with the approval of the Board as provided in this section, may adopt any uniform construction or development code, that a national or international organization publishes, to be applicable to all development on the Property. This authority includes the authority to adopt any uniform construction code, uniform plumbing code, uniform building code, uniform swimming pool, spa, and hot tub code, uniform electrical code, uniform mechanical code, uniform energy code, and uniform fire code. A uniform code will not be effective against any of the Property until the members of the Architectural Control Committee

unanimously adopt the code, and the Board of Directors of the Association approves the code by a simple majority vote.

(c) Compliance with Adopted Codes. Any development that is done in violation of any construction or development code duly adopted pursuant to this section will constitute a violation and default of this Declaration.

#### 6.04 Review of Proposed Construction.

(a) Prior Approval Required. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor will be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. No action to construct an Improvement will be taken until a final decision authorizing the Improvement is made.

(b) Authority. The Architectural Control Committee will consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time will be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by such Architectural Control Committee.

(c) Information Reviewed. Whenever in this Declaration, the approval of the Architectural Control Committee is required, the Architectural Control Committee will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. The Architectural Control Committee may review Plans and Specifications submitted for its review and such other information as it deems proper.

(d) Standards. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Control Committee will not be responsible for reviewing any proposed Improvement for, nor will approval by the Architectural Control Committee of any Plans or Specifications be deemed approval of structural safety, engineering soundness, or conformance with building or other codes.

#### (e) Review Period.

(1) Once all Plans and Specifications deemed relevant or necessary by the Architectural Control Committee are submitted by the applicant, the Architectural Control Committee will review, consider and act on the application within a reasonable period of time, taking into consideration the complexity of the proposed Improvement(s), any requests for variance (s) from or waiver(s) of any express restriction, and any other factors deemed relevant by the Architectural Control Committee.

(2) Until receipt by the Architectural Control Committee of any information or document deemed necessary by the Architectural Control Committee, it may postpone review of any Plans and Specifications submitted for approval.

(f) Finality. An approval by the Architectural Control Committee will not be final until the later of the day after the deadline to appeal the decision of the Architectural Control Committee or, in the event of a timely appeal, the day after the deadline for the Board to render a decision of the appealed matter.

(g) Board Decision on Appeal. In the event of a timely appeal upon which the Board rules, the decision of the Board will be final, and will, except in the event of an affirmance of the decision of the Architectural Control Committee, supersede the decision of the Architectural Control Committee.

#### 6.07 Actions of the Architectural Control Committee.

(a) Delegation. The Architectural Control Committee may, by resolution that it unanimously adopts in writing, delegate to one or two of its members or an agent acting on its behalf the authority to take any action or perform any duties for and on behalf of the ACC.

#### (b) Action by Majority Vote.

(1) By ACC. In the absence of a delegation, the vote of a majority of all of the members of the ACC taken with or without a meeting, will constitute an act of the ACC.

- (2) Special Requirement for Variance. When an Owner-Applicant requests a variance from or waiver of any restriction expressly provided in this Declaration, the ACC may not approve that request unless it schedules and holds a meeting to consider that request and provides written notice of the time, date, and place of that meeting to the Owner-Applicant and to the Owners of the Lots adjoining the Lot that is the subject of the application not less than five (5) business days prior to that meeting. However, if the Owner-Applicant submits written waivers from the Owners of all Lots adjoining the Lot that is the subject of the variance or waiver request, the ACC may consider and approve that subject request without a meeting.
- (c) Hearing. In connection with any application for approval, an Owner-Applicant or authorized representative of the Owner-Applicant may request a hearing before the Architectural Control Committee for the purpose of making a presentation with regard to the proposed Improvement or alteration and to receive comments from the ACC.
- (d) Discussion and Review. Nothing in this Article 7 will be construed to prevent an Owner-Applicant or authorized representative of the Owner-Applicant and any one or more members of the Architectural Control Committee from meeting to discuss and review any Plans and Specifications and to discuss a proposed Improvement.
- (e) Notice of Action. The Architectural Control Committee will provide a written and dated notice of its decision on every application to the Owner-Applicant and, if the decision concerns a variance or waiver, to the Owners of the Lots adjoining the Lot that is the subject of the application, within five (5) business days of its decision.
- (f) Record. The Association will preserve a record of each decision of the Architectural Control Committee for a period of not less than ten (10) years.

#### 6.08 Appeal of Decision of the Architectural Control Committee.

- (a) Owner-Applicant's Options on Denial of Application. If the Architectural Control Committee denies an Owner-Applicant's application for approval of Plans and Specifications, the Owner-Applicant may either:
  - (1) modify the Plans and Specifications in the original application and resubmit them to the ACC for approval,
  - (2) if Owner-Applicant is a Member in good standing, appeal the ACC's denial to the Board by written Request for Review.
- (b) Appeal by Other Members. In addition, any Member in good standing other than the Owner-Applicant may appeal the Architectural Control Committee's approval of any Plans and Specifications to the Board that include a variance from or a waiver of any specific prohibition, restriction, or requirement in this Declaration.
- (c) Appeal by Designation. In addition the rights of appeal allowed in subsections (a) and (b) of this section, the Architectural Control Committee may designate any application that it approved and in which the ACC exercised its discretion under Section 6.09 of this Declaration as "Appealable to the Board." The ACC will include a designation of "Appealable to the Board" in the written approval that the ACC provides to the Owner-Applicant and will provide this notice of an "Appealable to the Board" approval by any reasonably timely means to not less than three (3) members of the Board.
- (d) Timely Notice of Appeal. To be timely, not later than twenty (20) business days after the date of the written decision of the Architectural Control Committee, a party desiring to appeal that decision must deliver notice of appeal of the decision to the Manager of the Association at the address or facsimile number for the Manager of the Association that the ACC provided with the written decision.
- (e) Computation of Time. The twenty business day period for an appeal of an Architectural Control Committee decision will commence on the later of:
  - (1) one day after the ACC transmits the applicable notice by facsimile to the facsimile number that the party entitled to receive notice provided to the ACC, or
  - (2) two days after the ACC's deposit of the applicable notice in the U.S. Mail in Williamson County, Texas addressed to the parties entitled to receive notice at the addresses that those parties provided to the ACC.
- (f) Board Action on Appeal. If a party timely appeals a decision of the Architectural Control Committee to the Board, the Board may overrule or modify the decision of the ACC by a vote of two-thirds (%) of the members of the Board who are present and voting at the subject Board meeting.

(g) Affirmation of ACC Decision by Passage of Time. If the Board fails to overrule or modify a decision of the Architectural Control Committee that a party has appealed on or before forty-five (45) days after the date the ACC provides written notice of its decision to all parties entitled to notice pursuant to this Declaration, then the Board will be deemed to have affirmed the ACC's decision.

(h) Extension of Time. An Owner-Applicant may voluntarily extend the deadline for the Board to act on an appeal under this section. To be effective, the Owner-Applicant must provide written notice of the extension, including the amount of time of the extension, in a writing to the Board and to any other affected party.

6.09 Discretion of Architectural Control Committee. Whenever the Architectural Control Committee acts on an application for approval for construction or alteration of an Improvement, for a waiver or variance from any specific restriction as may be allowed by the Declaration, or for other action involving the use of discretion allowed by the Declaration or by applicable law, the ACC will consider:

- (1) any unique features of the subject Lot,
- (2) the privacy and convenience of Owners of the surrounding Lots,
- (3) the health and safety of Owners and residents in the surrounding area,
- (4) the aesthetic quality of the proposed Improvement and its compatibility in architectural style, size, color, materials used, and similar features with the surrounding homes and Improvements,
- (5) the quiet residential use of the Property, and
- (6) any other unusual circumstances that may render strict conformity with any established pattern of development unreasonable.

6.10 Special Procedure for Approved Builders. Once the Architectural Control Committee has approved a set of final Plans and Specifications (including exterior colors) that an Approved Builder has submitted a house to be constructed on a Lot, that Approved Builder may use those Plans and Specifications for other homes it will construct within the Property.

6.11 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval of the Architectural Control Committee will not be deemed to constitute a waiver of any right to withhold approval as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval by the same or a different person.

6.12 Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress being conducted upon the Property to ensure compliance with approved Plans and Specifications.

6.13 Review Fee.

(a) Third Party Contractors. The Architectural Control Committee is authorized to engage third parties to perform review, inspection, and related services in connection with a proposed new Improvement.

(b) Amount of Fee.

- (1) Reasonable Fee. The Architectural Control Committee may charge an Owner-Applicant a fee for the reasonable cost to review Plans and Specifications and/or to inspect proposed Improvements during construction and/or after completion, including the reasonable charges of appropriate third party engineers and plumbing, electrical, mechanical, and other building inspectors. However, the amount of the fee may not exceed the actual amount that the third parties charge the Association or the ACC their services.
- (2) Applications Subject to Fee. The ACC may charge the fee authorized under this subsection only in connection with an application for approval of a proposed new home, an addition to an existing home, or any proposed Improvement that includes the new installation of a foundation or new electrical, plumbing, or mechanical systems. The ACC may not charge this fee for other small Improvement projects, such as routine roof replacement, playscapes, decks or patios, repainting, and similar work.

(c) Estimate of Fee. The Architectural Control Committee will provide the Owner-Applicant an estimate of the fee that it will charge pursuant to this section within a reasonable time following the Owner's submission of Plans and Specifications for the proposed Improvement to the ACC.

(d) Payment. The Owner-Applicant will pay one-half (1/2) of the amount of the estimated fee at the time of the ACC's or Association's approval of construction of the proposed Improvement and will pay the remaining balance of actual fee within fifteen (15) days of the date the ACC or the Association provides a statement of the final outstanding amount of the fee to the Owner-Applicant.

(e) Refund Upon Withdrawal of Application. If an Owner-Applicant withdraws an application for approval of an Improvement, the Architectural Control Committee will refund to the Owner-Applicant that part of the fee that the Owner-Applicant has paid that is not payable by the ACC or the Association to third parties for services provided in connection with the application for approval.

(f) Failure to Pay Fees.

(1) Personal Obligation and Lien. All unpaid fees that the Architectural Control Committee or the Association charges pursuant to this section in connection with an application for approval of a proposed Improvement, together with any interest on those unpaid fees, and costs of collection of those unpaid as provided in this Declaration, will be the personal obligation of the Owner-Applicant of the Lot(s) on which the subject Improvement(s) were proposed, and will become a lien against each of those Lots and all Improvements on them. The lien securing these fees will be superior to all other liens and charges upon the subject property except for ad valorem tax liens and all sums unpaid on a Mortgage lien or deed of trust lien of record. It is expressly intended that by acceptance of a deed to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for in this section, which lien will be deemed to be an express contractual lien and will be superior to any defense of homestead or other exemption, because this lien will have been created prior to the creation or attachment of any homestead right with respect to any Lot.

(2) Enforcement. The Association may enforce payment of these unpaid fees in the same manner as provided with respect to the payment and enforcement of Assessments and Initiation Fees provided in Article 7 of this Declaration. The provisions of Article 7 of the Declaration that address the personal obligation of an Owner and that address the imposition of liens and their foreclosure with respect to Assessments and Initiation Fees will apply to fees the ACC charges pursuant to this section.

#### 6.14 Non-Liability of Architectural Control Committee and Board Members.

(a) Performance of Duties and Construction. The Architectural Control Committee, the individual members of the ACC, the Board, and the individual members of the Board will not be liable to the Association or to any Owner or to any other person for any loss, damage, or injury:

(1) arising out of their being in any way connected with the performance of the Architectural Control Committee or the Board's respective duties under this Declaration, or

(2) due to the construction of any Improvement within the Property.

(b) Correctness or Adequacy. In particular and without otherwise limiting the generality of the release and waiver of liability set forth in this section, members of the Board and members of the Architectural Control Committee will not be responsible for the correctness or adequacy of any building plans, drainage plans, or other development Plans or Specifications, or for the correct construction of any building, drainage facility, or development, regardless of whether the ACC or the Board has reviewed and/or approved those plans or construction.

(c) No Reliance. A person, whether an Owner-Applicant or proponent of an Improvement, or the Owner of any other part of the Property that a proposed Improvement may affect will rely on any approval or inspection of the Architectural Control Committee or the Board for the correctness or adequacy of any Plans or Specifications or construction of Improvement (s) in accordance with those Plans and Specifications.

(d) Scope of Release. WITHOUT LIMITATION, THE FOREGOING RELEASES ARE INTENDED TO COVER LOSS, DAMAGE, OR INJURY ARISING OUT OF THE NEGLIGENCE OF THE ARCHITECTURAL CONTROL COMMITTEE OR ITS MEMBERS OR THE BOARD OR ITS MEMBERS. BUT



N9T COVER THE WILLFUL MISCONDUCT OR BAD FAITH OF THE ARCHITECTURAL CONTROL COMMITTEE OR ITS MEMBERS OR THE BOARD OR ITS MEMBER , AS THE CASE MAY BE.

6.15 Address of Filing. An Owner-Applicant will file its application to approve Plans and Specifications for the construction of Improvements to be located within the Property to the Architectural Control Committee at the address of the Association's Manager or such other address that the Association publishes to its Members and posts in a public place located on the Property.

6.16 Certificate of Compliance.

(a) Issuance Upon Request. Upon an Owner's completion of any Improvement that the Architectural Control Committee has approved and the written request of the Owner of the Lot, the ACC will issue a Certificate of Compliance in a form suitable for recordation.

(b) Contents. The Certificate will identify the Lot and the Improvements, the use or uses to be conducted on the Lot, and the Plans and Specifications on file with the Architectural Control Committee under which the Owner made the Improvements and will specify that the Improvements comply with the approved Plans and Specifications.

(c) limitation; No Warranty. The Certificate will not be construed to certify that the Architectural Control Committee approved or accepted the actual construction of, workmanship in, or materials in the Improvements or found the construction of the Improvements to be sufficient. An Owner requesting a certificate is hereby notified that the Certificate does not in any way warrant, except as set forth above, the sufficiency, acceptability, or approval of the ACC of the construction, workmanship, materials, or equipment of the Improvements.

(d) Costs. Preparation and recordation of such a Certificate will be at the expense of the Owner of the improved Lot.

ARTICLE 7  
FUNDS AND ASSESSMENTS

7.01 Payment of Assessments. Special Assessments. Initiation Fees, Application Fees, Abeyance Fees, and Other Fees and Fines; Lien Securing Payment.

(a) Covenant to Pay. Each Owner of any Lot, by acceptance of a deed for the Lot or an ownership interest in the Lot, regardless of whether this covenant is expressed in that deed or other conveyance document, will be deemed to covenant to pay to the Association:

- (1) Assessments or Abeyance Fees, as applicable, as specified in Section 7.03, below;
- (2) Special Assessments, as specified in Section 7.04, below;
- (3) Initiation Fees and fees applicable in connection with an application for an Improvement as provided in Article 6 of this Declaration; and
- (4) fines assessed as provided in this Declaration.

(b) Fixing Assessment, Fees, and Fines. Assessments, Special Assessments, Abeyance Fees, and other fees and fines will be fixed, established, and collected against each Lot in accordance with the provisions of this Article 7 and other applicable provisions of this Declaration.

(c) Equality and Uniformity. Except as provided in Section 3.01 of this Declaration regarding certain re-subdivisions, the level of Assessments will be equal and uniform between all Improved Lots, and the level of Abeyance Fees will be equal and uniform between all Unimproved Lots.

(d) Prorations.

- (1) Less Than Full Calendar Year or Period. When the obligation of an Owner to pay an Assessment, Special Assessment, or Abeyance Fee first arises after the commencement of the year or other period for which the Association levied that Assessment, Special Assessment, or Abeyance Fee, the Owner will be obligated to pay the full fee.
- (2) Between Owners. If not previously paid, an Owner acquiring title to a Lot will pay his, her Assessment, Special Assessment, or Abeyance Fee, as applicable, at the time the Owner acquires title to the Lot.

(e) Initiation Fee. The Association may also levy an Initiation Fee for membership into the Association, which fee will be due upon the conveyance of a Lot to any Owner, including each successive Owner of the Lot.

(f) Enforcement. The Association may enforce payment of all Assessments, Special Assessments, Initiation Fees, Application Fees, Abeyance Fees, and Other Fees and Fines ("Obligations") in accordance with the provisions of this Article 7.

#### 7.02 Maintenance Fund.

(a) Establishment and Purpose. The Board will establish a maintenance fund for collecting monies to conduct the day to day business of the Association.

(b) Restriction of Use. The Association may use the funds of the Association solely for purposes authorized by this Declaration.

#### 7.03 Regular Assessments, Additional Assessments, Abeyance Fees.

(a) Setting Annual Amount to Fund with Regular Assessments. Prior to the beginning of each fiscal year, the Board will estimate the expenses that the Association will incur during that fiscal year in performing its functions under this Declaration, including any maintenance costs, the costs of enforcing this Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income, including income anticipated from Abeyance Fees, and any surplus anticipated to be remaining in the Maintenance Fund at the end of the prior year. The Board will then set the Regular Assessment in an amount calculated to pay those estimated net expenses and will levy that Regular Assessment against the Improved Lots as provided in this Article 7.

(b) Setting Abeyance Fee. At the same time that the Board sets the Regular Assessment for each fiscal year, the Board will determine the Abeyance Fee payable by Owners of Unimproved Lots and will levy that Abeyance Fee against Unimproved Lots. The level of Abeyance Fees set by the Board will be an amount that does not exceed sixty percent (60%) of the Regular Assessment for the fiscal year in which the amount of Abeyance Fee is set. However, to establish monies in the Maintenance Fund prior to the Board's first adoption of the Abeyance Fee under this subsection, the minimum Abeyance Fee will be nineteen dollars and fifty cents (\$19.50) per Unimproved Lot.

(c) Additional Assessments. If the sums that the Association collects through Regular Assessments prove to be inadequate for any reason, including the nonpayment of any individual Regular Assessments, the Association may, at any time, levy further Additional Assessments in the same manner as provided for the levying of the Regular Assessment.

(d) Finality. The amount of a Regular Assessment, an Additional Assessment, or an Abeyance Fee that the Board sets will be final and binding so long as the Board sets it in good faith.

(e) Payment of Regular Assessments and Abeyance Fees. All Regular Assessments and Abeyance Fees will be due and payable to the Association at the beginning of each fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion so long as all Regular Assessments and Abeyance Fees are assessed at least once per year.

(f) Payment of Additional Assessment. Additional Assessments that the Board levies in any fiscal year as authorized by this section will be due and payable on terms that the Board establishes and sets forth in its written Notice of Additional Assessment to the Owners.

#### 7.04 Special Assessments.

(a) Purposes. In addition to the annual Regular Assessments and Abeyance Fees provided for in this Article 7, the Board may levy a Special Assessments whenever in the Board's opinion a Special Assessment is necessary to enable the Board to:

- (1) carry out the functions of the Association under this Declaration, or
- (2) defray the costs that the Association has incurred with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other non-compliance with this Declaration or the Association's rules.

(b) Scope. The Board will levy Special Assessments under paragraph (1) of subsection (a) of this section against Lot Owners generally and any Special Assessments levied under paragraph (2) of subsection (a) of this section against the particular Lot Owner in question.

(c) Amount. The amount of any special Assessments will be at the reasonable discretion of the Board.

(d) Unimproved Lots. The Board may, in its discretion, levy any Special Assessments against Unimproved Lots.

#### 7.05 Notice of Due Date for Payment of Obligations.

(a) Annual Notice. The Board will provide notice, in the manner provided in Article 9 of this Declaration, to each Owner of the amount of the Regular Assessment or Abeyance Fee, as appropriate, for the following fiscal year not later than thirty (30) days prior to the date payment is due.

(b) Notice of Other Obligations. Additional Assessments, Special Assessments, and other fees or fines will not be due or payable until the Association provides notice of the Obligation, its amount, and the date due to the Owner by notice in the manner provided in Article 9 of this Declaration.

#### 7.06 Owner's Personal Obligation for Payment.

(a) Personal Obligation. Each unpaid Obligation, together with any interest on the Obligation and any costs of collection of the Obligation as provided in this Article 7, will be and are the personal obligation of the Owner of the Lot against which the Obligation fell due.

(b) No Exemption. An Owner may not exempt himself, herself, or itself from liability for any Obligation.

(c) Interest; Costs and Expenses of Collection. If an Owner defaults in the payment of any Obligation, the Owner of the Lot will be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect (or if a usury law is not applicable, then at the rate of eighteen percent (18%) per annum, simple interest) on the amount of the Obligation from the due date of the Obligation, together with all costs and expenses of collection, including reasonable attorneys' fees.

#### 7.07 Lien and Foreclosure.

(a) Owner's Acknowledgment of Lien. It is expressly intended that an Owner's acceptance of a deed to a Lot within the Property, the Owner acknowledges that he, she, or it accepts title to the Lot subject to the lien(s) provided for in this Declaration, by which these liens are deemed to be an express contractual lien.

(b) Secured, Continuing Lien. All Obligations that the Association levies in the manner provided in this Declaration, but which an Owner has not paid, together with interest and the cost of collection, including attorneys' fees as provided in Section 7.06 of this Declaration, will become and will be secured by a continuing lien and charge on the Owner's Lot that is the subject of the Obligation, which lien will bind the subject Lot in the hands of the Owner, and the Owner's heirs, devisees, personal representatives, successors, or assigns.

(c) Power of Sale. A lien that arises under this section as coupled with a power of sale in favor of the Association, which entitles the Association to exercise the rights of non-judicial foreclosure sale and other rights and remedies afforded under Chapter 51 of the Texas Property Code.

(d) Priority. The lien securing all Obligations authorized under this Declaration will be superior to:

- (1) all other liens and charges upon the subject Lot, except only for tax liens and all sums unpaid on a Mortgage or deed of trust lien of record securing sums borrowed for the purchase and/or improvement of the subject Lot, and
- (2) any defense of homestead or other exemption, because the lien was been created prior to the creation or attachment of any homestead right with respect to any Lot.

A lien for payment of an Obligation will attach with the priority set forth in this section from the date that the payment for the subject Obligation becomes delinquent.

(e) Power to Subordinate. The Association will have the power to subordinate the lien arising under this section to any other lien. This power of subordination will be entirely discretionary with the Board, and a duly authorized officer of the Association must sign the subordination document.

(f) Recordation of Notice of Lien. To evidence the lien arising under this Declaration, the Association may prepare a written Notice of Lien setting forth the amount of the unpaid indebtedness, the name of the Owner of

the Lot subject to the lien, and a legal description of the Lot. One of the officers of the Association must sign this notice, and the Association will cause the notice to be recorded in the Official Public Records of Williamson County, Texas.

(g) Enforcement. Subsequent to the recording of a Notice of Lien under this section, the Association may enforce that lien by:

(1) foreclosing on the defaulting Owner's Lot in manner like the foreclosure on a mortgage on real property,

or

(2) instituting suit against the defaulting Owner (s) personally obligated to pay the Obligation and/or for the judicial foreclosure of the lien.

(h) Costs. in any foreclosure proceeding, whether judicial or non-judicial, the Owner will be required to pay the costs, expenses, and reasonable attorneys' fees that the Association incurs.

(i) Power to Bid. The Association will have the power to bid on the subject Lot at the foreclosure sale (whether judicial or non-judicial) and to acquire, hold, lease, mortgage, convey, or otherwise deal with the subject Lot.

(j) Reporting to Mortgagee. Upon the written request of any Mortgagee with an interest in any Lot, the Association will report to the requesting Mortgagee any unpaid Assessments, Abeyance Fees, other fees, or fines applicable to the subject Lot and that the Owner of the Lot has not paid for a period of longer than thirty (30) days after those Obligations were due.

(k) Application of Applicable Law. All other provisions of applicable law, including Chapter 209 of the Texas Property Code, as amended, will apply in the enforcement or collection of any amount past due.

## ARTICLE 8 EASEMENTS

### 8.01 Reservation of Easements: Restriction on Private Roads.

(a) Adoption by Reference. All dedications, limitations, restrictions, and reservations shown on each Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights affecting any part of the Property that the Declarant makes, are incorporated in this Declaration by reference and made a part of this Declaration for all purposes, and will be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of the Declarant conveying any part of the Property.

(b) Prohibition. The rights-of-way dedicated to the Public in a Plat may not be converted to a private road, and gates or other permanent obstructions may not be installed in or across any of those rights-of-way.

### 8.02 Installation and Maintenance of Utilities.

(a) Creation. This Declaration hereby creates an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including water, gas, telephones, electricity, and appurtenances to those utilities.

(b) Use. By virtue of this easement, it is expressly permissible for the utility companies and other entities supplying service to use this easement to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances to those improvements, on, above, across, and under the Property from service lines situated within the within the public utility easements then existing to the point of service on or in any Improvement.

(c) ACC Approval Required. Regardless of any provision contained in this section, electrical lines, water lines, and other utilities or appurtenances to those utilities may be relocated on the Property without the prior written approval of the Architectural Control Committee.

(d) Tree Removal and Trimming. The utility companies furnishing service will have the right to remove all trees situated within the public utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting the public utility easements.

### 8.03 Drainage Easements.

(a) Covenant to Provide Easement. Each Owner covenants to provide easements for drainage and water flow, as the contours of land and the arrangement of ACC approved Improvements on the land, require. However, drainage and water flow may not substantially interfere with the use and enjoyment of an existing residence or appurtenant structure or unreasonably restricts or prevents the use of a Lot for residential purposes.

(b) Covenant of Non-Disturbance. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements, as these easements are defined in this Declaration and/or shown on the Plat.

(c) ACC Approval Required. An Owner may not construct any Improvements, temporary or permanent, in any drainage easement, without the prior written approval of the Architectural Control Committee.

#### 8.04 Surface Areas of Utility Easements.

(a) Other Allowed Uses. Owners may use the surface of easement areas for utility easements for the planting of shrubbery, trees, lawns, or flowers.

(b) Release from Liability. However, the Association and the Owners hereby release any supplier of any utility service using any easement area from any liability for any damage that the supplier or their agents, employees, servants, or assigns cause to any of the vegetation allowed in subsection (a) of this section as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any utility easement area.

#### 8.05 Common Area.

(a) Easement of Use and Enjoyment. Each Lot Owner will have an easement of use and enjoyment in and to all of the Common Area, which easement will be appurtenant to and will pass with title to an Owner's Lot, subject to the following provisions:

- (1) the right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which the Owner fails to pay any Obligation of the Owner or on the Owner's Lot, for any period during which the Owner is in violation of this Declaration or the rules of the Association, or for any period during which the Owner is not a member of the Association;
- (2) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purposes and subject to the conditions as may a majority vote of the Members approves;
- (3) the right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance of that purpose, mortgage the Common Area, all in accordance with the Articles and Bylaws;
- (4) the right of the Association to make reasonable regarding the use of the Common Area and any facilities on the Common Area; and
- (5) the right of the Association to contract for services with third parties on the terms as the Association may determine.

### ARTICLE 9 GENERAL and MISCELLANEOUS PROVISIONS

9.01 Term. This Declaration, including all of its covenants, conditions, and restrictions, will run until December 31, 2030, unless amended as provided in this Declaration. After December 31, 2030, this Declaration, including all its covenants, conditions, and restrictions will be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument that at least three-fourths (3/4) of the Owners of Lots within the Property then subject to this Declaration have executed.

#### 9.02 Amendment

(a) By the Declarant. The Declarant, acting alone, may amend this Declaration for any purpose until the Declarant no longer holds a majority of the votes in the Association.

(b) By the Members. In addition to the method set for above in subsection (a) of this section, the Members may amend this Declaration by recording in the Official Records of Williamson County, Texas, an instrument that the President and Secretary of the Association have signed and acknowledged that sets forth the

amendment and certifies that the amendment was approved by the vote of not less than two-thirds (2/3) of all votes entitled to be cast by the Members. The Members may not file an instrument setting forth an amendment unless the amendment was properly adopted as follows:

- (1) Notice and Ballot. A notice of the proposed amendment or amendments and the procedure for voting on each amendment, together with a ballot setting out the complete language of each amendment and providing for spaces next to each amendment to indicate "For" or "Against" was forwarded in conformance with the notice provisions of this Article to each Member in good standing not less than forty (40) days prior to the deadline for casting ballots.
- (2) Contents of Notice. The notice must state:
  - (A) the mailing and delivery addresses and the facsimile number to which the Members were to forward completed ballots,
  - (B) the deadline by which ballots must be either received by hand-delivery or by facsimile, or postmarked if forwarded by mail,
  - (C) that only those proposed amendments that will be adopted are those proposed amendments that receive a written indication of "For" on ballots representing not less than two-thirds (2/3) of all votes eligible to be cast in the election will, and
  - (D) that for a ballot to be valid, the Owner must indicate the Owner's address or Lot number on the ballot.
- (c) Additional Requirements for Member Amendments.
  - (1) Approval of Vote on Proposed Amendment. The Association may put a proposed amendment to a vote of the Members under this section only after:
    - (A) not less than six-sevenths (6/7) of the Directors of Board of the Association approve resolution that authorizes the submission of a proposed to a vote of the Members; or
    - (B) when a petition that is signed, during a period of not more than sixty (60) days, by the Members representing not less than twenty-five percent (25%) of all votes entitled to be cast on an amendment of this Declaration and that contains the full text of each proposed amendment and requesting a vote on each proposed amendment is presented to the Board of Directors.
  - (2) Ballot Preservation. The Association must preserve all ballots that it receives on a proposed amendment a period of not less than three years following the deadline to vote.
  - (3) Two-Year Waiting Period. The Members may not amend a section of this Declaration for a period of two years following the defeat of a proposed amendment of that section by a previous vote of the Members.
- (d) Effective Date. Any amendment to this Declaration will be effective on the date the amended Declaration is filed in the appropriate Official Public Records of Williamson County, Texas for instruments affecting interests in real property.
- (e) Notice of Amendments to Owners. The Board will cause a summary of all adopted amendments to be forwarded to each Owner in the manner provided in Article 9 of this Declaration at the time the amending instrument is filed in the public records. Unless the entire amending instrument is included with the notice, the notice will state that the amending instrument may be reviewed at a designated office in Williamson County, Texas of the Association's manager or other designated agent.

#### 9.03 Lack of Warranty of Enforceability: Release.

- (a) Lack of Warranty by Declarant. While the Declarant does not have any reason to believe that any of the restrictive covenants or other terms and provisions contained in Article 3 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant does not make any warranty or representation as to the present or future validity or enforceability of any those restrictive covenants, terms, or provisions.
- (b) Release of Declarant. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions in this Declaration will assume all risks of the validity and enforceability of those covenants, terms, and provisions, and, by acquiring the Lot, agrees to release and hold the Declarant harmless from

any claims, damages, or causes of action arising out of the enforcement of or the unenforceability of any restrictive covenant, term, or provision of this Declaration.

9.04 Notices. Except as otherwise specifically provided in Section 6.08 of this Declaration, the following rules will govern the giving of notices under this Declaration:

- (1) Written Notice; Means of Delivery. Any notice permitted or required to be given by this Declaration must be written and may be delivered either personally, by facsimile transmission, or by mail.
- (2) Delivery by Mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the subject notice was deposited in the United States mail, postage prepaid, addressed to the person at the address that the person gave to the Association for the purpose of service of notices, or, if the person has not given preferred mailing address to the Association, then to the address of the Owner of the Lot on file with the Williamson County Central Appraisal District.
- (3) By Facsimile. If delivery is by facsimile, the notice will be deemed to have been delivered upon receipt by the addressee at the most current facsimile number that the person gave to the Association for the purpose of service of notice. If a person has not given a facsimile number to the Association, then delivery of notice must be by personal delivery or mail as set forth above.
- (4) Change. An Owner may change her, his, or its preferred mailing address or facsimile number by giving written notice of that change to the Association.

9.05 Interpretation.

(a) Construction. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration.

(b) Applicable Law. This Declaration will be construed and governed under the laws of the State of Texas.

9.06 Compliance with Provisions of the Restrictions.

(a) Strict Compliance Required. Each Owner will strictly comply with the provisions of the Restrictions as they may be amended and/or restated from time to time.

(b) Causes of Action. Failure to comply with any of the provisions of the Restrictions will constitute a violation of this Declaration and will give rise to a cause of action to recover sums due for damages, for penalties as provided by this Declaration or by applicable law, or injunctive relief, or all of those remedies, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.07 Enforcement and Nonwaiver.

(a) Board or Association Management Company, or its assigns such as an Enforcement Committee, under the supervision of Master Board may issue fines of up to \$200.00 per day, per offence, given offender is given a reasonable amount of time to cure offense. Reasonable is deemed not less than seven (7) calendar days.

(b) Right of Enforcement. Except as otherwise provided in this Declaration, any Owner, at his, her, or its expense, and/or the Board will have the right to enforce all of the provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision of the Restrictions.

(c) Nonwaiver. The failure to enforce any provision of the Restrictions at any time will not constitute a waiver of the right thereafter to enforce the subject provision of the Restrictions or any other provision of this Declaration.

9.08 Grandfathering. Any permanent Improvement that an Owner constructed in compliance with or was approved pursuant to a superseded Restriction will not be rendered out of compliance or subject to an enforcement action or fine as a result of being out of compliance with any of this Declaration adopted or enacted after the construction or installation of the Improvement. The Owner will be responsible for maintaining and

providing to the Association on request, evidence of the date of an approval or of construction of the Improvement to establish any rights pursuant to this section.

9.09 Construction.

(a) This Declaration Severable. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of this Declaration will not affect the validity or enforceability of any other provision or portion of this Declaration.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine, or neuter will each include the masculine, feminine, and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise effect that which is set forth in any of the articles, sections, subsections, paragraphs, or subparagraphs of this Declaration.

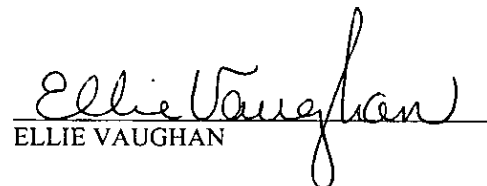
9.10 Rights of the Declarant. All special rights and authority granted to "the Declarant" on account of the Declarant's status as the Declarant under this Declaration will continue until the date the Declarant no longer own any portion of the Property. On that date, all rights and authority granted to "the Declarant" under this Declaration on account of the

Declarant's status as the Declarant will vest in, and thereafter be exercised by, the Association, except for rights and authority that by their terms or by the terms of this Declaration cease to exist on or prior to that date.

IN WITNESS WHEREOF, the Declarant has executed this Amended Declaration on the date of acknowledgment set forth below, to be delivered and effective as of the 11 day of Dec, 2007.

DECLARANT:

  
THERON VAUGHAN

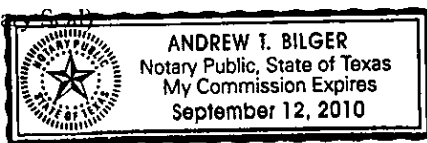
  
ELLIE VAUGHAN

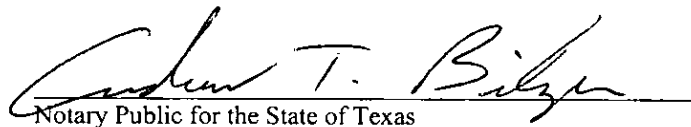
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on December 11th 2007, by THERON VAUGHAN and wife, ELLIE VAUGHAN.

(Notary Seal)



  
Notary Public for the State of Texas

AFTER RECORDING, PLEASE RETURN TO:

① Theron Vaughan  
P.O. Box 371  
Georgetown TX 78627



Exhibit "A"

Tract No.	Acres	Prior Grantor	Williamson County Public Record Document No.
1	5.92	Fuchs, Carroll & Carolyn	2004098425
2	58.6	Fuchs, Carroll & Carolyn	2004099093
3	30.2	Fuchs, Carroll & Carolyn	2005000314
4	113.26	Bastanjoo, Ozzie	2004059002
5	234.25*	Schwertner, William & Felix, Jr.	2004091097*
6	20.34	Walter H. Shepherd	2005041020
7	27.99	Brent W. Buck	2005041226
8	25.98	Tyre L. Flynn	2005041228
9	24.80	Tyre L. Flynn	2005041228
10	1.00	Tyre L. Flynn	2005041228

\*Save and except: (1) all property within the Sonterra Commercial Subdivision (recorded in the Official Records of Williamson County, Texas as Document No. 2005021114); (2) all property within Sonterra West Phase II (recorded in the Official Records of Williamson County, Texas as Document No. 2005081764); (3) all property within Sonterra West Phase III (4) all property north of Sonterra Boulevard within the Sonterra West subdivisions; (5) all property west of Granite Drive within Sonterra West subdivision; (6) Lots 67, 68, 69, 70, 71 and 72, Sonterra West Phase V-B, (recorded in the Official Records of Williamson County, Texas as Document No. 2007017010); and (7) Lot 28, Block A, Sonterra West Section 4 (recorded in the Official Records of Williamson County, Texas), or any part or parcel thereof.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2007102321

*Nancy E. Rister*

12/11/2007 03:01 PM

SURRATT \$144.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS