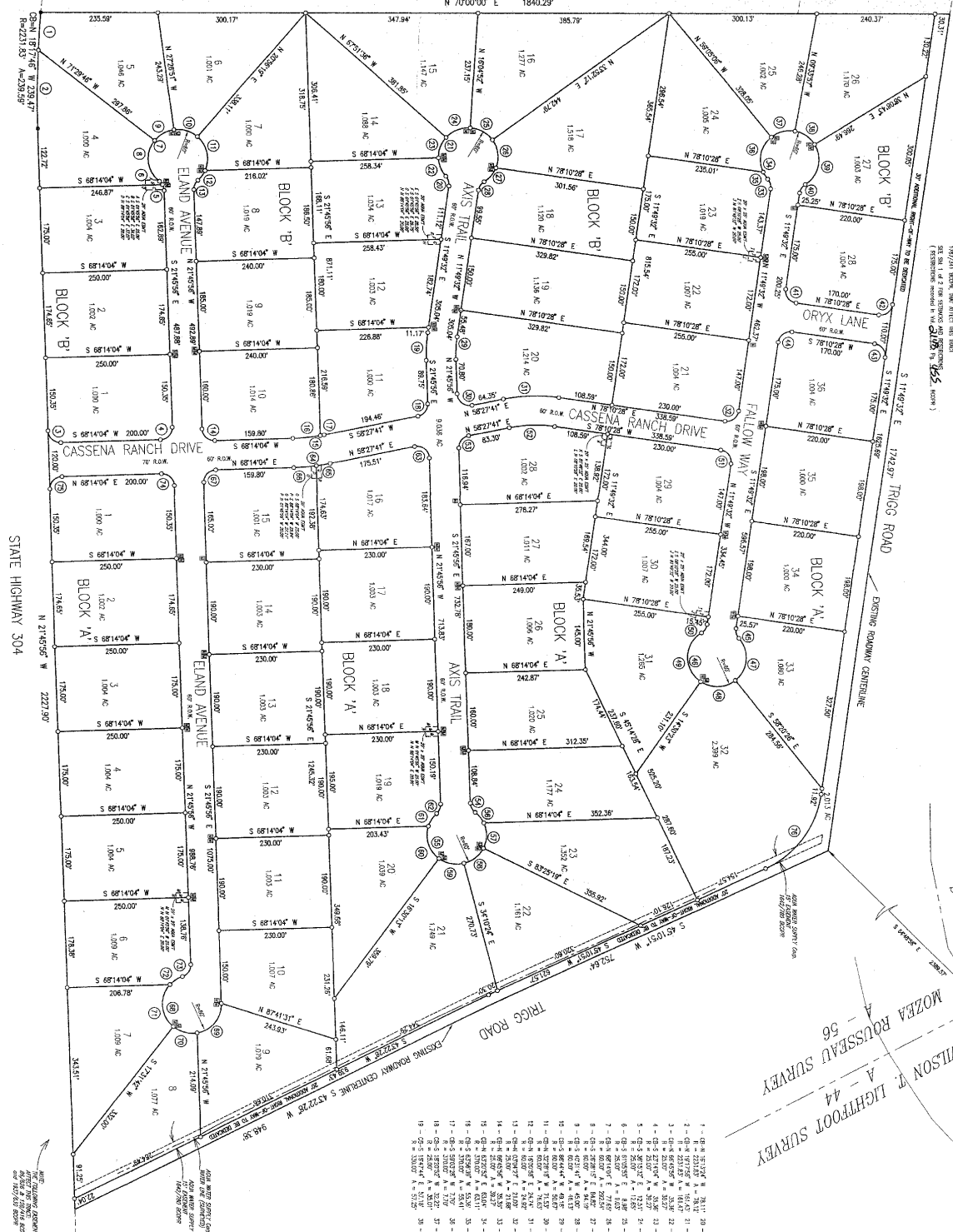




SCALE: 1" = 100'

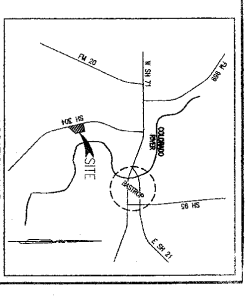
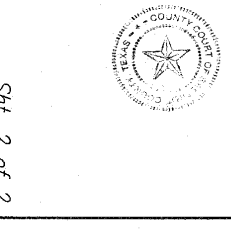


# CASSENA RANCH



**RANNEY CURVE TABLE**

NO.	BEARING	CHORD	ARC LENGTH	AREA
1	N 89° 59' 57" E	1.0000	1.0000	0.0000
2	N 89° 59' 57" E	1.0000	1.0000	0.0000
3	N 89° 59' 57" E	1.0000	1.0000	0.0000
4	N 89° 59' 57" E	1.0000	1.0000	0.0000
5	N 89° 59' 57" E	1.0000	1.0000	0.0000
6	N 89° 59' 57" E	1.0000	1.0000	0.0000
7	N 89° 59' 57" E	1.0000	1.0000	0.0000
8	N 89° 59' 57" E	1.0000	1.0000	0.0000
9	N 89° 59' 57" E	1.0000	1.0000	0.0000
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75	N 89° 59' 57" E	1.0000	1.0000	0.0000
76	N 89° 59' 57" E	1.0000	1.0000	0.0000
77	N 89° 59' 57" E	1.0000	1.0000	0.0000
78	N 89° 59' 57" E	1.0000	1.0000	0.0000
79	N 89° 59' 57" E	1.0000	1.0000	0.0000
80	N 89° 59' 57" E	1.0000	1.0000	0.0000





RESTRICTION  
201107539  
2 PGS

## RESTRICTIONS FOR PROPERTY – July 12, 2011

80+ acres of the A56 Rousseau, Mozea, known on the Bastrop County Tax Records as parcel ID# R113111

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**Whereas Allbright Ventures, LP** is the owner of above referenced property and John Allbright and Barbara Allbright are managing General Partners of Allbright Ventures; it is advisable to place restrictions and conditions thereon designating the manner and for what purposes parcel R113111 may be used, this document therefore defines the type and size of structures to be erected on this land, which purposes are to be effectuated by this declaration of restrictions.

**Owner hereby establishes** the following reservations, conditions and restrictions of parcel R113111 referenced above, running with the land, binding upon and to ensure to the use and benefit of itself, its successors, and assigns for the next 40 years.

### Section I: Building Types

No building will be erected, altered, placed or permitted to remain on the property other than:

- A. Site built homes constructed of new materials and having a minimum of 1,650 (one thousand six fifty) square feet of climate controlled area and if more than one story, the ground floor shall be not less than 1,200 (one thousand two hundred) square feet and the combined area for the first and second floors shall be not less than 2,000 (two thousand) square feet; or
- B. A servant or guest house that does not conform to the minimum square footage requirement so long as it otherwise conforms to these restrictions. This must be constructed after completion of the primary home.
- C. Barns and outbuildings constructed of new materials may also be constructed after construction of primary residence as described in Section I.A. above.

Construction of any building should be completed within one year except for the exterior, including landscaping, which shall be completed within 6 months after construction commences. Garages and carports shall be large enough to accommodate, under roof, two full-sized automobiles.

### Section II: Temporary Structures

No structure of a temporary nature, including but not limited to, a tent, shack, garage, house trailer, camper or other temporary facility shall be used on any part of the property as a residence, either temporary or permanently.

### Section III: Parking

No inoperative or unlicensed vehicles or bus may be kept upon any lot at any time.

### Section IV: Livestock

No swine, goats or chickens of any kind shall be raised, bred or kept upon the property.

### Section V: Garbage and Refuse Disposal

No area of the property shall be maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All trash, garbage and rubbish must be disposed in a sanitary manner and in a location provided for that purpose by a local government authority.

### Section VI: Nuisances:

No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance to neighbors.

### Section V: Term

These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded with the county clerk of Bastrop County, Texas.

### Section VI: Enforcement

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating the aforementioned covenants and restrictions.

### Section VII: Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

EXECUTED on this the 12<sup>th</sup> day of July 2011.

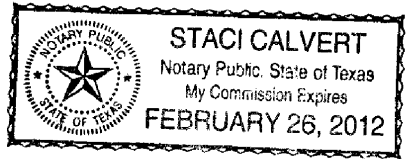
Allbright Ventures, LP:

By: John Allbright  
John Allbright, General Partner

By: Barbara Allbright  
Barbara Allbright, General Partner

STATE OF TEXAS, \*  
\*  
COUNTY OF BASTROP. \*

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, on this the 12<sup>th</sup> day of July, 2011 by John Allbright, General Partner of Allbright Ventures, LP, on behalf of said partnership.



Staci Calvert  
Notary Public, State of Texas

STATE OF TEXAS, \*  
\*  
COUNTY OF BASTROP. \*

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, on this the 12<sup>th</sup> day of July, 2011 by Barbara Allbright, General Partner of Allbright Ventures, LP, on behalf of said partnership.



Staci Calvert  
Notary Public, State of Texas

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Rose Pietsch

July 12, 2011 10:38:51 AM  
PAULAB FEE: \$20.00 BOOK:2080 PAGE:50-51  
ROSE PIETSCH, County Clerk  
Bastrop, Texas  
201107539  
RESTRICTION



RESTRICTION  
201206646  
21 PGS

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
CASSENA RANCH**

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

THAT WHEREAS, CASSENA RANCH, LLC (“Developer”) is the owner and developer of Cassena Ranch, a subdivision located in Bastrop County, Texas (the “Property”). A plat defining the Property was originally executed by CASSENA RANCH, LLC in Volume 5, Pages ~~102B~~ 103A in the plat records of Bastrop County, Texas; and,

WHEREAS, CASSENA RANCH, LLC desires to convey the Property or portions hereof subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth;

WHEREAS, CASSENA RANCH, LLC desires to and herein reserves the right to add additional property to the provisions, covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, CASSENA RANCH, LLC desires to create and carry out a uniform plan for the improvement, development and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, CASSENA RANCH, LLC hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all or any portion of the Property, including the roads, streets, alleys and waterways herein; and each contract, instrument or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

Further, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

GENERAL RESTRICTIONS

- 1.01 Land Use: All lots in the Subdivision shall be used for single family residential purposes. Only one single family residence shall be permitted on each lot. Temporary uses may be made of the lots by Developer for model houses, parking

lots and/or sales offices, which shall be permitted until such units are sold or until permanent cessation of such uses takes place.

- 1.02 Building Types: No building will be erected, altered, placed or permitted to remain on any lots other than site-built homes constructed of new materials and having a minimum of nineteen hundred fifty (1,950) square feet of climate controlled area and if more than one story, the ground floor shall be not less than fifteen hundred (1,500) square feet and the combined area for the first and second floors shall be not less than two thousand two hundred (2,200) square feet; or a servant or guest house that does not conform to the minimum square footage requirement so long as it otherwise conforms to these restrictions and is constructed after completion of the primary home. Permission must be granted in writing by Architectural Committee to deviate from this requirement.
- 1.03 All barns and outbuildings shall be constructed of new materials with similar construction as the home and approved by the Architectural Control Committee.
- 1.04 Each single family residential structure shall have a minimum two-car garage. No garages shall face any street, unless located behind the back corner of the house. All homes must face interior roads and no lot will have direct access to Highway 304 or Trigg Road.
- 1.05 Construction of any building shall be complete within one year, except for the exterior, including landscaping which shall be completed within six (6) months after construction commences.
- 1.06 Siding; Metal Roofs; Wood, Asphalt and Composition Roof Shingles. One-story plans must have rock, rock/stucco combination, brick or brick/stucco combination on the front elevation and side elevations (exclusive of side gables, all dormers, and front gables on non-load bearing areas). Two-story plans must have rock, rock/stucco combination, brick or brick/stucco combination on the front elevation and side elevations (exclusive of side gables, all dormers, front gables on non-load bearing areas, and walls not supported by masonry below). Notwithstanding the foregoing, the ACC is empowered to reject a plan that meets these masonry requirements, if in the ACC's sole discretion the building would detract from the general appearance of the neighborhood. All siding shall be a lightweight concrete product. The eaves and soffits shall not be considered in computing the amount of exterior siding used. The decision of the ACC as to the percentage of exterior siding used, or shown on a construction plan, shall be final and binding on all parties. The use of wooden roof shingles is specifically prohibited. Metal roofs, asphalt roof shingles and composition roof shingles are allowed with the prior written consent of the ACC. The roof shingles shall be a minimum 30-year dimensional asphalt or composition minimum quality or grade.

- 1.07 Temporary Structures. No structure of a temporary character, including but not limited to, a tent, shack, garage, barn, house trailer, camper or other temporary facility shall be used on any lot as a residence either temporarily or permanently.
- 1.08 Set-Back Requirements. No building or structure shall be located on any Lot nearer the street than the setback lines on the recorded plat or fifty feet (50') from the property line whichever is greater. Likewise, no building or structure shall be located nearer than twenty feet (20') to an interior Lot line shown on the plat, or nearer than twenty-five feet (25') to the rear Lot line or other setback requirements as may be imposed by local ordinance, or nearer than twenty-five feet (25') on the street side of a corner lot. Fences, eaves, steps, terraces, patios, swimming pools, and walls shall not be considered as part of a structure for purposes of this Section. In the event a buyer purchases two (2) or more adjoining Lots and desires to construct a dwelling across the common side Lot line(s), the ACC may permit such act by written waiver of the side Lot line setbacks, provided there is not then, or known to be planned, any utility easement along the common side Lot line. Said approval will be subject to the approval of and compliance with any City, County or State statutes or guidelines.
- 1.09 Each house constructed on a Lot in the Subdivision shall be connected to the natural gas distribution system installed by natural gas provider under an agreement with CASSENA RANCH, LLC, and each house must utilize a minimum of two (2) gas appliances. The owner of the Lot shall pay, or cause to be paid, the normal connection charge, if any, directly to natural gas provider. Alternatively, if the owner of a Lot does not wish to connect to the natural gas distribution system as described herein, the owner of the Lot shall pay a "nonutilization charge" to natural gas provider in the amount of One Thousand Two Hundred Ninety-Eight and No/100 Dollars (\$1,298.00). The owner of the Lot must elect to connect to the natural gas distribution system or pay the nonutilization charge at the time architectural plans for the house are submitted for approval, and the sum shall be due and payable at that time. It is the obligation and responsibility of the ACC to collect and pay this fee.
- 1.10 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the ACC. Galvanized chain link, wire, concrete, or concrete block fences are specifically prohibited. The ACC may, in its sole discretion, prohibit the construction of any proposed fence, or specify a different type of material for which any proposed fence must be constructed, or require that any proposed fence be screened so as not to be visible from other portions of the Property.
- (A) Interior Lot Fences. Fences shall be four feet (4'), five feet (5') or six feet (6') in height and shall be built of wooden privacy fence. Black, vinyl coated, chain link fence is allowed so long as it is not visible from or adjoining any street. No fence facing a street from the front of a

residential structure and extending to the side lot lines may be built more than twenty feet (20') from the back wall of the residential structure.

Any deviation on fencing and walls must have the written approval of the Architectural Committee prior to construction and the Architectural Committee may deviate from the restrictions above if they feel it is in the best interests of the Subdivision.

- 1.11 Drainage. Cassena Ranch is a subdivision located within Bastrop County which, in certain locations, has very flat topography and very limited drainage. As a result, many of the lots within the subdivision may experience temporary periods of standing/ponding water during and after a rainfall event. The location, extent and duration of the standing water will depend on the severity of the rainfall event.**

The subdivision has been designed to minimize the effects of this standing water to the greatest extent feasible. However, as an owner of a lot within this development, I acknowledge by my signature below, that I am aware that there may be periods of standing water within and around my lot. I am also aware that I shall not construct or place any improvements (including but not limited to privacy fencing, storage buildings, walls, etc.) within my lot which may block, interrupt, inhibit or in any other way interfere with the natural flow of water onto or off of my lot.

There shall be no interference with the established drainage patterns over any of the Property, except by Cassena Ranch, LLC, unless adequate provision is made for proper drainage and written approval by the ACC is obtained prior to any construction work or other activity which may cause such interference with established drainage patterns.

All homes and structures shall have a finished floor elevation at least eight inches above the crown of the street upon which the home fronts. Any deviation from this requirement must be approved in writing by the ACC.

\_\_\_\_\_  
Buyer's initials

\_\_\_\_\_  
Buyer's initials

- 1.12 Swimming Pools. Movable above-ground swimming pools are strictly prohibited. All swimming pools must be in a fenced enclosure.
- 1.13 Resubdivision. No lot in the subdivision may be further subdivided.
- 1.14 Business. No gainful occupation, trade, or other non-residential use shall be conducted on any lot.
- 1.15 Clotheslines. No clotheslines shall be constructed, placed or erected on any lot in such a way as to be visible from outside that lot.
- 1.16 Parking. No inoperative vehicle may be kept on any lot at any time. However, motor homes, campers, boats, trailers, trucks--one ton or less, will be allowed to be stored on a lot as long as they are not visible from the streets in the Subdivision.
- 1.17 Antennas. No exterior radio or television antenna, aerial or receiving dish greater than 24" in diameter shall be erected or maintained without the prior written approval of the ACC, except for any which may, at Cassena Ranch, LLC's option, be erected by Cassena Ranch, LLC's designated representative. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television, electromagnetic or radio signal on any other Lot.
- 1.18 Easements. Cassena Ranch, LLC, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Subdivision and the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer reserves an easement over and across all parkways, streets and common areas shown on the Plat.
- 1.19 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property. The keeping of ordinary household pets such as dogs or cats is allowed, but no poultry, fowl, livestock or other animals may be kept on any portion of the Property. A maximum of two (2) adult dogs and/or two (2) adult cats shall be permitted. Every owner shall erect appropriate fencing to confine all of their household pets within their Lot. All dogs off the Owner's Lot shall be on an apparatus of sufficient strength to control the dog. No animals shall be permitted until appropriate fencing is complete. Any deviation from this shall be with written permission from the ACC.
- 1.20 Rubbish and Debris. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary

containers. Each lot owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority. The ACC may determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or its occupants, and the decision of the ACC shall be final and binding on all parties.

- 1.21 Signs. No sign larger than 6 square feet shall be displayed to the public view except for signs which are part of CASSENA RANCH, LLC's overall marketing plan for the Property. Builders may erect one sign, no larger than sixteen (16) square feet in area, per lot which has a model home or home under construction or for sale. Signs for model homes may be erected and shall be no larger than thirty-two (32) square feet. Such sign will be removed from the property immediately upon sale and closing of the home. Except as provided by this Section, the ACC shall have the right to approve signs of any type advertising a portion of the Property for sale or lease and it may set standards for the same. CASSENA RANCH, LLC, or its assigns, will have the right to enter any Lot and to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal. Owners may erect small identification signs with their names and address, subject to ACC approval. Any sign deemed inappropriate by the ACC will not be allowed and subject to removal by the ACC.
- 1.22 Nuisances. No nuisance, obnoxious or offensive activities shall be carried on any Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no excessive dog barking, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes shall be located, used or placed on any such Property which are audible from neighboring Property.
- 1.23 Driveways. All driveways must be at least twelve feet (12') wide and constructed of concrete. Any deviation from this requirement must be approved in writing by the ACC.
- 1.24 Mailboxes. No mail box shall be erected on a lot without the prior written consent of the ACC. The ACC has specified a standard mailbox design to be utilized in the neighborhood. All mailboxes must be constructed of rock similar to the rock used at the entrance to the subdivision. The dimensions of the mailbox pads shall be 2' x 4' and the location shall be determined by the ACC. Each mailbox shall be 2' x 2' with the remaining 2' of the mailbox pad to be used by the adjoining lot.

- 1.25 Yards and Sprinkler Systems. All yards, including trees and plantings of all types, shall be well maintained and kept neat, trim and free of debris at all times. The front yard of any residence shall be sodded to the curb of the street and shall consist of that area from ten feet (10') from the corner of the home on the non driveway side, to ten feet (10') outside of the driveway or to the property line, whichever is smaller. Corner lots shall require sodding along the street to the back of the home. All required sodded areas of each residence shall contain an underground sprinkler system of a design adequate to water the sodded area. Any deviation from this requirement must be approved in writing by the ACC.
- 1.26 Rentals. Nothing in this Declaration shall prevent the rental of any Property within the Property by the Owner thereof for residential purposes. Leases must be for periods of at least 30 days.
- 1.27 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the written approval of the ACC.
- 1.28 Greenbelt and Common Areas. Greenbelt and common areas shall be any landscaped areas, medians, fences built by Cassena Ranch, LLC or entry walls including lighting, irrigation and other features that are either located within public right-of-way or other dedicated easements, or areas specifically designated through easement or conveyed fee simple to and maintained by Cassena Ranch ACC or if located in the public right-of-way or other dedicated easement will not be conveyed but will nevertheless be maintained by Cassena Ranch ACC for the benefit of its members.
- 1.29 Violation of Declaration, Bylaws or Rules.

(A) A violation by an Owner, his family, guests, lessees or licensees, of CASSENA RANCH, LLC Residential Restrictions, Bylaws of CASSENA RANCH, LLC Homeowners Association, Inc. or Rules promulgated by the Board of Directors shall authorize the Board to avail itself of any one or more of the following remedies:

(1) The right to enter the Property and Improvements, after thirty (30) days notice of the violation, and cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

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

Before the Board may invoke the remedy provided in Paragraphs (1) and (2) above, it shall afford the Owner Notice and a Hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute.

(B) Failure to Pay Assessment. The voting rights of an Owner who fails to pay any assessment authorized by this Declaration, or special charges, shall automatically be suspended and shall remain suspended until any such assessment or special charge, including penalty, interest and attorney's fees added to such assessment as authorized in Article IV hereof, is paid in full.

## ARTICLE II

### THE ASSOCIATION

2.01 Organization. The Association shall be a non-profit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.02 Membership. The Owner of each Lot, whether such Owner be one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the fee ownership of each Lot and may not be separated from such ownership. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

2.03 Voting. The Owners shall be entitled to one (1) vote per Lot owned. If more than one (1) person holds an interest in any Lot, all such persons shall be members of the Association; and the vote for such multiply-owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

2.04 Joint or Common Ownership. Any Property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one (1) person, shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such Lot. A copy of such written designation shall be filed with the Secretary of the Board before any such vote may be cast, and upon the failure of the Owner(s) thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

2.05 Proxy Voting. Any Owner, including CASSENA RANCH, LLC, may give a revocable written proxy to any person, authorizing such person to cast the Owner's votes on any matter. Such written proxy shall be in such form, as may be prescribed by the Bylaws, but no such proxy shall be valid for a period of greater than eleven (11) months, and shall not be valid unless filed with the Secretary of the Board of Directors in the manner required by the Bylaws.

2.06 Cumulative Voting. The cumulative system of voting shall not be allowed.

2.07 Quorum for Membership Action. With respect to any annual or special "general" membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of sixty-six percent (66%) of the total votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, at such meetings, the meeting may be adjourned and recalled on the same day, and the required quorum at such meeting shall be one-half (1/2) the required quorum at such meeting immediately preceding. This procedure shall be continued until a quorum has been obtained.

2.08 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws, as the same may be amended from time to time. Initially, the Board will be composed of appointees of CASSENA RANCH, LLC. After seventy-five percent (75%) of the lots in the Subdivision have been conveyed by Contract for Deed or Deed, the initial members of the Committee shall arrange for an election of the members to elect three (3) members of the Association to replace them on the Improvement Committee. The election shall be in accordance with Section 2.03 hereof.

2.09 Duties of the Association. Subject to and in accordance with these restrictions, the Association, acting through the Board, shall have and perform each of the following duties:

(A) Association Property.

(1) Ownership and Control. To accept, own, operate and maintain all Local Common Areas, Private Roadways, and Recreation and Open Spaces which may be conveyed to it by CASSENA RANCH, LLC, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed to the Association. All of the areas designated as common areas on the Plat are hereby dedicated as common areas for the use and benefit of all persons and entities owning property or an interest in any property in the Subdivision, and to purchasers of lots in adjoining property which has been, or may be, developed and sold by the Developer. Ownership of common areas within the Subdivision shall be conveyed to the Association when seventy-five percent (75%) of the lots in the Subdivision have been sold. These restrictions shall not apply to the common areas and reserve areas shown on the Plat.

(2) Repair and Maintenance of Association Property. To maintain in good repair and condition all improvements including the fence adjoining Highway 304, and to make capital improvements to all lands, Improvements and other Association Property. No one other than the ACC shall change, alter, repair or maintain any Association Property without ACC approval. The ACC shall have the right of ingress and egress to such improvements for any repair and maintenance.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Association Property, to the extent that

such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B) Insurance. To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the Association functions.

(C) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such CASSENA RANCH, LLC Residential Rules and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such CASSENA RANCH, LLC Residential Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Such CASSENA RANCH, LLC Residential Rules may also prescribe regulations governing the use of the Local Common Areas and the Recreation and Open Space and establish charges for the use of the recreation and Open Space by owners or non-Owners. Each Member shall be entitled to examine such CASSENA RANCH, LLC Residential Rules and Bylaws at any time during normal working hours at the principal office of the Association.

(D) Architectural Control Committee. To appoint and remove members of the ACC after CASSENA RANCH, LLC has delegated such rights to the Association pursuant to Article III, Section 3.16.

(E) Enforcement. To enforce on its own behalf and on behalf of all owners, this Declaration, as beneficiary of said covenants, conditions and restrictions and as assignee of CASSENA RANCH, LLC; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of CASSENA RANCH, LLC Residential Restriction. The Board shall be authorized to institute litigation, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of CASSENA RANCH, LLC Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against CASSENA RANCH, LLC, its heirs, successors and assigns.

(F) Financing. To execute mortgages, both construction and permanent, for the construction of facilities, including Improvements on Property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces, whether or not improved, from CASSENA RANCH, LLC subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any form or manner as may be deemed appropriate by the borrower, whether CASSENA RANCH, LLC or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether CASSENA RANCH, LLC or the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any

combination thereof, as may be deemed appropriate by CASSENA RANCH, LLC or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(G) Records. To keep books and records of the Association's affairs.

(H) Other. To carry out and enforce all duties of the Association set forth in CASSENA RANCH, LLC Residential Restrictions.

2.10 Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows:

(A) Assessments. To levy assessments as provided in Article IV below. An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article II hereof in order to raise the total amount for which the levy in question is being made.

(B) Limitation on Annual Assessment. Until changed by the Association in accordance with the Bylaws and this Section, the annual assessment on each Lot shall be Two Hundred Fifty Dollars (\$250.00) per Lot. On January 2<sup>nd</sup> of each year, or at such other time as the Board of Directors deems appropriate, the Board of Directors may set the annual assessment for the calendar year at whatever level they deem appropriate, however, the Board of Directors may increase the annual assessment by a maximum of twenty percent (20%) of the then current assessment in any given year. Further, such percentage increases are not cumulative and may be prospective only. Any increase in assessment not provided for in this Section must be made by the Association as a whole, in the same manner as an amendment to the Articles of Incorporation of the Association.

(C) Conveyances. To grant and convey to any person or entity the real Property and/or other interest therein, including fee title, leasehold estates, 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 any greenbelt or common area.

(D) Manager. 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 deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated. Any management agreements entered into by the Association shall provide that the agreement may be terminated by the Association, without cause, upon sixty (60) days written notice.

(E) 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 CASSENA RANCH, LLC Residential Restrictions, or in the performance of any other duty, right, power or authority of the Association.

(F) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening, electric and all other utilities, services and maintenance for the Property of the Association.

(G) Other Areas. To maintain and repair easements, roads, roadways, rights-of-way, and other areas of the Community, as appropriate.

(H) Contracts. To enter into contracts with CASSENA RANCH, LLC and other persons on such terms and provisions as the Board shall determine, to operate and maintain or to provide any service or perform any function on behalf of CASSENA RANCH, LLC or other person.

(I) Permits/Licenses. To obtain and hold any and all types of permits and licenses.

(J) Own Property. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(K) Create Another Association. To create a subsidiary or other association to have the rights and powers, and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association under this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

## 2.11 Indemnification.

(A) Determination by Board. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *Nolo Contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably

believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article V shall be deemed to obligate the Association to indemnify any Member or Owner, who is or has been a director, officer, committee member, or non-compensated agent of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the restrictive covenants as a Member of the Association or Owner of a Lot covered thereby.

(B) Insurance. The Board may purchase and maintain insurance on behalf of any person who is a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

3.01 Membership of Architectural Control Committee. The ACC shall consist of three (3) voting members ("Voting Members"), and such additional non-voting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate.

3.02 Action by Architectural Control Committee. Items presented to the ACC shall be decided by a majority vote of the current voting members of the ACC.

3.03 Term. Each Member of the Association shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

3.04 CASSENA RANCH, LLC's Rights of Appointment. CASSENA RANCH, LLC shall have the right to appoint and remove all Members of the ACC. In making such appointments to the ACC, CASSENA RANCH, LLC shall consider, but not be bound by, nomination made by the Owner(s). Nothing herein shall be construed to limit or restrict in any manner the CASSENA RANCH, LLC's right to remove Members of the ACC who were appointed by CASSENA RANCH, LLC whether or not such person was nominated or elected by the Owner(s).

#### 3.05 Duties.

(A) General. It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Plans and Specifications or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

(B) Consultant. The ACC may, but need not, hire specialized consultants and incur expenses up to One Hundred Dollars (\$100.00), to aid it in reviewing plans and their incidents. The cost of such specialized consultants and expenses shall be considered to be a cost of the Plans and Specifications of the Lot Owner. Payment of such costs shall be considered as a filing requirement of the Plans and Specifications, and such Plans will not be considered unless and until such costs are paid.

### 3.06 Adoption of Rules.

(A) The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

(B) Unless and until a political subdivision of the State of Texas regulates such matters by law in the Property, the rules promulgated by the ACC may include building codes governing all types of construction on the Property, a fire code, a housing code, and other similar codes as the ACC deems necessary and desirable. To the extent possible, these codes shall (i) be performance based, (ii) encourage the use of new technologies, techniques and materials, and (iii) be compatible with the codes of Bastrop County, Texas and the Uniform Building Code.

3.07 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the ACC is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 5.06 and 5.07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the final Plans and Specifications thereof shall be submitted to the ACC, and construction thereof may not commence unless and until the ACC has approved such Plans and Specifications in writing. The ACC shall 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 shall be assigned to it by the Board, including the inspection of construction in progress, to assure its conformance with Plans and Specifications approved by the ACC. The ACC shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

### 3.08 Procedure for Submission and Approval of Plans and Specifications.

(A) Submission and approval of Plans and Specifications shall be in accordance with the rules promulgated by the ACC, as authorized by this Section 3.08.

(B) If the ACC fails to approve or disapprove any material or Plans and Specifications submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt ("Approval Period") or to give notice of its actions as above required, it shall be conclusively presumed that the ACC has approved such materials as submitted. If the ACC requests additional or amended materials or amended Plans and Specifications ("Amendments") during

the initial Approval Period, the Approval Period shall be automatically extended for fifteen (15) days following the date upon which such Amendments have been submitted. If the Amendments are not submitted on or before the date specified by the ACC (or if no time is specified, within fifteen (15) days after the Amendments are requested) (the "Amendment Deadline"), then the Plans and Specifications shall be automatically disapproved. If the ACC approves Plans and Specifications on the condition that certain Amendments be submitted ("Conditional Approval"), such Conditional Approval shall expire if the Amendments are not received by the Amendment Deadline.

3.09 Meetings of the Architectural Control Committee. The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may, by resolution unanimously adopted in writing, designate one of its Members to take any action or perform any duties for and on behalf of the ACC, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all the Members of the ACC taken without a meeting shall constitute an act of the ACC.

3.10 Action Without Formal Meetings. The ACC may take action without a formal meeting by unanimously consenting in writing on any matter which it might consider at a formal meeting. Such unanimous written consent shall constitute the act of the ACC. For the purpose hereof, unanimous written consent shall mean a writing by the regular Members of the ACC.

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

3.12 Non-liability of Architectural Control Committee Members. Neither the ACC, nor any Member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the ACC's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ACC or its Member or the Board or its Member, as the case may be. Neither the ACC nor the Members thereof shall be liable to any Owner due to the construction of any Improvements within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

3.13 Variances. The ACC and CASSENA RANCH, LLC may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including, but not limited to, restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use when in the opinion of the ACC or CASSENA RANCH, LLC, such variance will not be adverse to the overall development plan for the Community. Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the ACC or CASSENA RANCH, LLC. Any variance that may be granted by the ACC is subject to the ultimate approval or denial by CASSENA RANCH, LLC. If a variance is granted, no violation of the covenants, conditions,

or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular Property and in the particular instance covered by the variance.

3.14 Guidelines for Building. The ACC may promulgate a set of guidelines not in conflict with this Declaration and any Supplemental Declarations for building and developing in the Community which shall be general in nature and may be amended from time to time by the ACC.

3.15. Submission of Final Plans and Specifications. The final Plans and Specifications shall be submitted in triplicate to the ACC in care of Cassena Ranch, LLC., P.O. Box 53, Bastrop, Texas 78602, or such other address as may be designated from time to time, one copy of which will be returned to the person submitting the Plans with an endorsement as to the date received by the ACC.

3.16 Delegation of Appointment Powers. The CASSENA RANCH, LLC shall have the right, but not the obligation, to delegate to the Association in writing the right to appoint and remove Members of the ACC and upon such written delegation of authority filed for record in the Real Property Records of Bastrop County, Texas, the selection of Voting Members to serve on the ACC shall be by separate election in which the Owners shall have the same relative voting power as provided hereinabove for elections of the Association.

3.17 Governmental Agency Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of any governmental agency or entity (including but not limited to the City of Bastrop or Bastrop County, Texas) with jurisdiction as may be required by law, as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the ACC may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the ACC as a final condition to approval of Plans and Specifications, or as additional insurance to the ACC that the Improvements and uses of approved Plans and Specifications meet governmental requirements, or for both such purposes.

## ARTICLE IV

### MAINTENANCE FUNDS AND ASSESSMENTS

4.01 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject to these restrictions, for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the

establishment of other maintenance funds by a sub-association pursuant to any Supplemental Declaration, as hereinbefore provided in Section 2.01.

4.02 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under CASSENA RANCH, LLC Residential Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund, and shall levy an annual assessment in the manner hereinafter provided against the Owners of any Lot, hereinafter referred to as the Property. If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may at any time, and from time to time, increase the amount of the annual assessments as necessary to satisfy the actual expenses incurred by the Association in performing its functions under this Declaration. All such assessments shall be due and payable to the Association during the fiscal year in annual installments on or before an anniversary date based on the fiscal year as established by the Association. The assessment per lot will be paid at closing and will be prorated to the end of the fiscal year. CASSENA RANCH, LLC reserves the right to waive dues to developers or builders as it, in its sole discretion, determines. Any lot owned by CASSENA RANCH, LLC shall be exempt from any assessments.

4.03 Special Assessments. In addition to the regular annual assessments provided for above in Section 4.02, the Board may levy special assessments whenever in the Board's opinion such special assessments are necessary to enable the Board to carry out the functions of the Association under CASSENA RANCH, LLC Residential Restrictions.

4.04 Assessment on Sale, Transfer or Conveyance of Property. Any Property sold, transferred, or conveyed by the Owner (the "Transfer"), whether by deed, contract for deed, contract for sale, assignment or other instrument transferring title, or a right to acquire title or an interest therein upon the Transfer, a One Hundred Dollar (\$100.00) assessment shall automatically be levied against the Property and shall be paid by the seller to the Association at the time the Transfer of the Property is closed. CASSENA RANCH, LLC reserves the right to waive such transfer fee to builders or developers as it, in its sole discretion, determines necessary. This assessment shall not apply to the following:

1. Transfers by devise or descent or by operation of law upon the death of an Owner;
2. The creation of a lien or encumbrance upon the Property;
3. Transfer upon foreclosure of a lien judicial or non-judicial, or transfer in contemplation of foreclosure; and
4. Transfer by the holders of mortgage lien, where title to the Property was acquired by the holder of the lien at a judicial or non-judicial sale or conveyance in contemplation of a judicial or non-judicial sale.

The CASSENA RANCH, LLC shall have the right to waive the provisions of this Section 4.04 on any sales made by CASSENA RANCH, LLC.

4.05 Late Charges. If any assessment made pursuant to Article IV is not paid within thirty (30) days after it is due, the Owner will be required to pay a late charge of Twenty-Five Dollars (\$25.00) per month until the assessment is paid.

4.06 Unpaid Assessments as Liens. All assessments, whether made pursuant to this Article IV or any other article of this Declaration, if not paid within thirty (30) days after the date due, shall be deemed delinquent and in default. The amount of any delinquent assessment, and any late payment charge attributable thereto, plus interest on such assessment and late payment charge at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law), and the costs of collecting the same, including reasonable attorney's fees, shall be the personal obligation of the Owner of the Property against which the assessment fell due and shall be a lien upon such Property. The transfer of title to such Property shall not terminate the lien, but personal obligation of the Owner shall not pass to successors in title unless they assume the obligation. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, (b) foreclose said lien against the Property, or (c) both. No Owner may waive or otherwise escape liability for any assessment to nonuse of Association Property or any common area or by the abandonment of the Property. A certificate executed and acknowledged by any member of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

4.07 Subordination of Lien to First Mortgages. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

## ARTICLE V

### MISCELLANEOUS

5.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2032, unless amended as herein provided. After December 31, 2032, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-quarters (3/4) of the Lots then subject to this Declaration.

## 5.02 Amendment.

(A) By CASSENA RANCH, LLC. At any time, CASSENA RANCH, LLC., by majority vote may amend, modify or alter any and all of the Declaration of Covenants, Conditions and Restrictions contained herein.

No amendment by CASSENA RANCH, LLC shall be effective until there has been recorded in the Deed Records of Bastrop County, Texas an instrument executed and acknowledged by CASSENA RANCH, LLC and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the CASSENA RANCH, LLC had the requisite number of votes.

(B) By Owners. In addition to the method in Section 5.02(A), this Declaration may be amended by the recording in the Bastrop County Real Property Records of an instrument, executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least two-thirds (2/3) of the number of votes entitled to be cast pursuant to Section 2.03.

5.03 Utility Easements. The CASSENA RANCH, LLC reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas conveyed to the Association or reserved roadways, sewer and other pipelines, conduits, wires and any public utility function beneath or above the surface of the ground, with the approval of the ACC and with the right of access to the same at any time for the purpose of repair and maintenance.

5.04 Notices. Unless otherwise provided herein, any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas, and all obligations herein shall be performed in Bastrop County, Texas.

5.06 Construction Activities. This Declaration shall not be construed so as to unreasonable interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including CASSENA RANCH, LLC) upon Property within the Community. Specifically, no such construction activities shall be deemed to 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, provided that such construction is

pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration, and conforms to usual construction practice in the area. In the event of any dispute regarding such matters, a temporary waiver of the application provision, including, but not limited to, any provision prohibiting temporary waiver of the applicable provision and any provision prohibiting temporary structures, may be granted by the ACC, provided that such waiver shall be only for the reasonable period of such construction.

5.07 Exemption of CASSENA RANCH, LLC. Notwithstanding any provision in this Declaration to the contrary, neither CASSENA RANCH, LLC nor any of CASSENA RANCH, LLC's activities shall in any way be subject to the control of or under the jurisdiction of the ACC. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of CASSENA RANCH, LLC to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

5.08 Assignment of CASSENA RANCH, LLC. Notwithstanding any provision in this Declaration to the contrary, CASSENA RANCH, LLC may, in writing, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any of its privileges, exemptions, rights and duties hereunder.

5.09 Enforcement and Non-waiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, CASSENA RANCH, LLC, and/or the Board of Directors, or ACC, shall have the right to enforce all of the provisions of CASSENA RANCH, LLC Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Violation of Restrictions. Every act or omission whereby any provision of CASSENA RANCH, LLC Residential Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner (at his own expense), CASSENA RANCH, LLC, or the Board.

(C) Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any of the Property is hereby declared to be a violation of CASSENA RANCH, LLC Residential Restrictions and subject to all of the enforcement procedures set forth in said restrictions.

(D) Non-waiver. The failure to enforce any provisions of CASSENA RANCH, LLC Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(E) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot in the Property in order to enforce any right or effect compliance with this Declaration.

5.10 Construction.

(A) Restrictions Severable. The provisions of CASSENA RANCH, LLC Residential Restrictions shall be deemed independent and severable, and the invalidity of partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall 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 shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

Executed this 24<sup>th</sup> day of May, 2012.

CASSENA RANCH, LLC:

By: Allan Kelley  
Allan Kelley, President

STATE OF TEXAS )

COUNTY OF BASTROP )

This instrument was acknowledged before me on May 24, 2012, by Allan Kelley, President of and on behalf of Cassena Ranch, LLC.



Staci Calvert  
Notary Public, State of Texas  
My commission expires: 2-26-16

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Rose Pietsch

May 29, 2012 10:05:42 AM  
KRISTAB FEE: \$96.00 BOOK:2148 PAGE:455-475  
ROSE PIETSCH, County Clerk  
Bastrop, Texas

RESTRICTION 201206646

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

July 13, 2021 11:52:00 AM

FEE: \$34.00  
RESTRICTION

202114518

STATE OF TEXAS §

COUNTY OF BASTROP §

**ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**  
**CASSENA RANCH HOMEOWNERS ASSOCIATION, INC.**

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Cassena Ranch, filed as Document No. 201206646, of the Official Public Records of Bastrop County, Texas (together with all amendments and supplements, the "**Declaration**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Cassena Ranch Homeowners Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations pursuant to Declaration section 2.09(C); and

WHEREAS Declaration section 2.09(D) authorizes the Board to appoint members of the Architectural Control Committee (the "**ACC**") and Declaration section 3.06 authorizes the ACC to adopt and amend rules and regulations; and

WHEREAS the Association desires to adopt the ACC Guidelines attached as Exhibit "A";

THEREFORE the ACC Guidelines attached as Exhibit "A" has been, and by these presents is, ADOPTED and APPROVED,

Subject solely to the amendments contained in Exhibit "A", all of the rules of the Association remain in full force and effect.

**CASSENA RANCH HOMEOWNERS ASSOCIATION, INC.**

Acting by and through its Board of Directors

Signature: [Handwritten Signature]  
Printed Name: Samuel Nicklaus D'Alessio  
Title: President

Exhibit "A": ACC Guidelines

**Acknowledgement**

STATE OF TEXAS §  
COUNTY OF BASTROP §

This instrument was executed and acknowledged before me on the 25<sup>th</sup> day of June, 2021, by Samuel Nicklaus D'Alessio in the capacity stated above.

[Handwritten Signature]  
Notary Public, State of Texas



## EXHIBIT "A"

### ACC GUIDELINES

#### **1.0 Architectural Control Committee (ACC)**

1.1 Within the Cassena Ranch Homeowners Association, Inc., the Covenants, Conditions, and Restrictions (CCRs) to which we all agreed when we bought our homes, there is a requirement to set up an Architectural Control Committee (the ACC). The ACC has the responsibility, as stated in Article III, section 3.05 (A), "... to receive, consider and act upon all proposals, plans, complaints, and request for determination".

Every new Improvement and every alteration to existing improvements, including color changes, material changes or other alterations must be submitted to and approved by the ACC. "Improvements" include every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis or sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, concrete sidewalks, perimeter fences, screening walls, retaining walls, mailboxes, yard art, antennae, walls, tanks, reservoirs, antenna towers and other facilities used in connection with water, sewer, gas, electric, or other utilities.

#### **2.0 New Construction or Variance Request for Authorization**

2.1 The CCRs specify, in general, which types of items require ACC authorization prior to construction. (See also §1.0 above). In addition, there are rules described in the CCRs that must be followed. Any proposed variance must be presented to the ACC in writing as a request for variance (CCR Article III, section 3.13). These may be sent to [CassenaRanchHOA@gmail.com](mailto:CassenaRanchHOA@gmail.com). **No ACC approval will be granted for a variance to the restrictions unless the variance is specifically requested in writing as a variance request in the ACC plans and specification submittal. IF YOUR PLANNED IMPROVEMENT REQUIRES A VARIANCE, YOU MUST EXPRESSLY REQUEST A VARIANCE AND YOUR SUBMITTAL MUST DETAIL THE SPECIFICS OF THE VARIANCE REQUEST.**

2.2 Submission of new construction requests may be sent to [CassenaRanchHOA@gmail.com](mailto:CassenaRanchHOA@gmail.com). Requests for improvements or alterations must include detailed plans showing color, specifications, materials, dimensions, and location of the proposed improvement in relation to lot lines and surrounding structures on the lot with measurements for distances of the improvement from surrounding structures and lot lines. The timeline to review plans as outlined in Section 3.08 B does not begin until a complete submittal including all required specification is received by the ACC.

2.3 Owners must allow access as requested by the ACC or its agents in order to inspect ongoing construction, confirm compliance with approved plans, or for other purposes as requested by the ACC.

#### **3.0 Violations Process and Remedies**

3.1 Reporting Violations A suspected architectural – related CCR violation can be reported to the HOA Secretary in the form of a letter or email. This complaint should contain facts and pictures, if possible. Anonymous complaints will not be accepted. All complaints will be considered confidential to the extent possible. These complaints can originate from any owner including an HOA officer.

3.2 Fines Fines unpaid will be added to the annual HOA dues and will be subject to the late dues, procedures and processes addressed in the CCRs.

(A) Fine Schedule

- |                          |         |
|--------------------------|---------|
| 1. First Warning Letter  | No Fine |
| 2. Second Warning Letter | \$50    |
| 3. Third Warning Letter  | \$100   |

The first warning letter is optional and may be bypassed in the ACC's discretion. The ACC may vary from the standard fining schedule in this subsection (A) and in subsection (B) when in its discretion circumstances warrant.

(B) Payment of Fine and Failure to Cure

1. If the full payment is completed within thirty days of the assessment, the fine stands alone.
2. For every thirty-day period after the third warning letter that the violation hasn't yet been fixed and that the fine has not been paid, \$25 will be accrued to the fine amount.
3. Example:

*Day 1* the first warning letter is received by the violator.

*Day 30* (or after whatever grace period the ACC decides) there has been no resolution by the violator. A second warning is sent with a fine of \$50 assessed. The fine is not paid.

*Day 60* A third warning letter is sent with an additional fine of \$100.

*Day 90* The fine not paid within 30 days. An additional \$25 is added to the fine amount. Total fine amount in this example on day 90 is  $\$50 + \$100 + \$25 = \$175$ .

/Volumes/File Server/CLIENTS/Cassena Ranch/ACC Guidelines 6-21.doc

**After recording, please return to:**

Nieman & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701