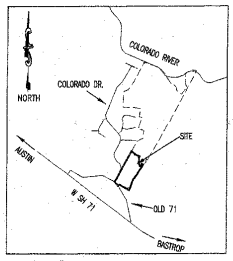
THE FINAL PLAT OF

DOUBLE EAGLE RANCH, SECTION 1

6/102-A



LOCATION MAP
NTS

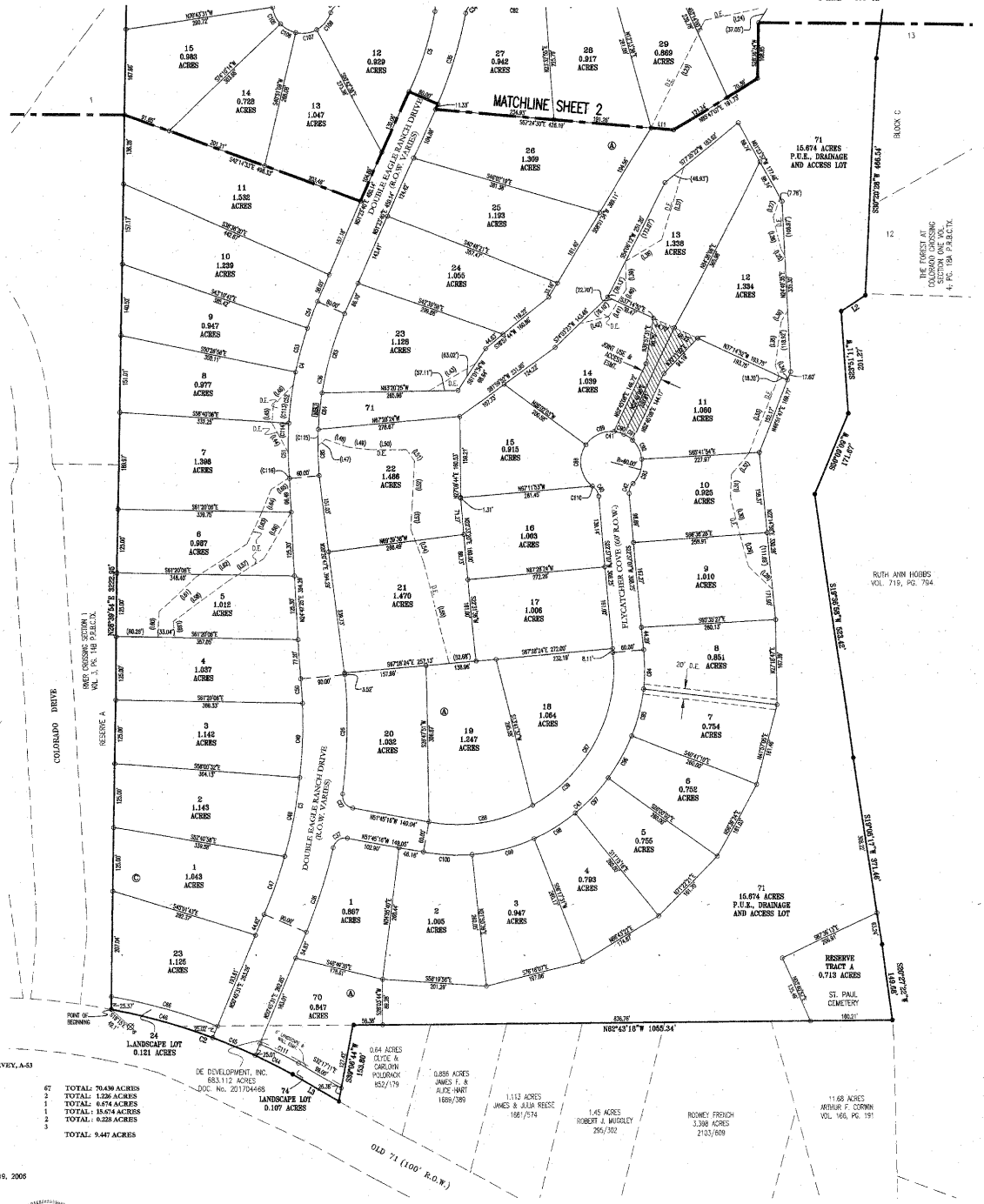
LEGEND

Δ	CALCULATED POINT
○	1/2" CAPPED IRON ROD SET
●	5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
1	LOT NUMBER
(A)	BLOCK LETTER
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E	WASTEWATER EASEMENT
L.S.E.	LANDSCAPED EASEMENT
E.E.	ELECTRIC EASEMENT
M.B.U.	MAILBOX UNIT

SCALE: 1" = 100'

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



TOTAL ACREAGE: 97.679 ACRES
SURVEY: JOSE ANTONIO NAVARRO SURVEY, A-53

RESIDENTIAL LOTS:	67	TOTAL: 70.439 ACRES
RESERVE TRACT CEMETERY LOTS:	2	TOTAL: 1.226 ACRES
DRAINAGE LOTS:	1	TOTAL: 6.674 ACRES
P.U.E., DRAINAGE AND ACCESS LOTS:	1	TOTAL: 15.674 ACRES
LANDSCAPE LOTS:	2	TOTAL: 0.228 ACRES
NO. OF BLOCKS:	3	
R.O.W.:		TOTAL: 9.447 ACRES

F.E.M.A. MAP NO. 48021 C 0190F
BASTROP COUNTY, TEXAS DATED: JANUARY 19, 2005

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, Inc.
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
(512) 280-5160
(512) 280-5165 fax

DATE: APRIL 4, 2018
OWNER: DE DEVELOPMENT, INC.
4720-A ROCKCLIFF ROAD
AUSTIN, TEXAS 78746
PHONE: (512) 579-3672

COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED May 15, 2018 4:00 P.M.
Rose Pietsch
COUNTY CLERK
BASTROP COUNTY, TEXAS

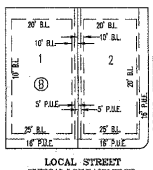
LINEAR FOOTAGE OF RIGHT-OF-WAY

DOUBLE EAGLE RANCH DRIVE	R.O.W. VARIES	3357'	COLLECTOR
FLYCATCHER COVE	60' R.O.W.	1217'	LOCAL
VERED COVE	60' R.O.W.	305'	LOCAL
HARRIS HAWK COVE	60' R.O.W.	419'	LOCAL
PECOS STREET	60' R.O.W.	699'	LOCAL
TOTAL		5998'	

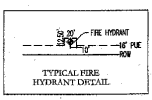
REVISION	DATE	COMMENT
1	MAY 2, 2018	REVISED AS PER COUNTY COMMENTS
2	MAY 2, 2018	ADDED REQUIRED DRAINAGE EASEMENTS

DRIVEWAY CULVERTS

BLOCK	LOT#	PIPE SIZE	BLOCK	LOT#	PIPE SIZE
A	1	24"	C	3	24"
A	2	2X24"	C	4	2X24"
A	3	2X24"	C	5	2X24"
A	4	2X24"	C	6	2X24"
A	5	2X24"	C	7	2X24"
A	6	2X24"	C	8	18"
A	7	2X24"	C	9	18"
A	27	18"	C	10	18"
A	28	18"	C	11	18"
A	29	18"	C	12	18"
A	30	18"	C	13	18"
C	1	18"	C	14	18"
C	2	18"	C	15	18"
			D	3	24"



LOCAL STREET
TYPICAL LOT EASEMENTS
SCALE 1"=100'



TYPICAL FIRE HYDRANT DETAIL

SHEET NO. 1 OF 3 (AP)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J:\4784\SURVEY\FINAL PLAT – DOUBLE EAGLE SECTION 1.DWG

THE FINAL PLAT OF

DOUBLE EAGLE RANCH, SECTION 1

6/102-B

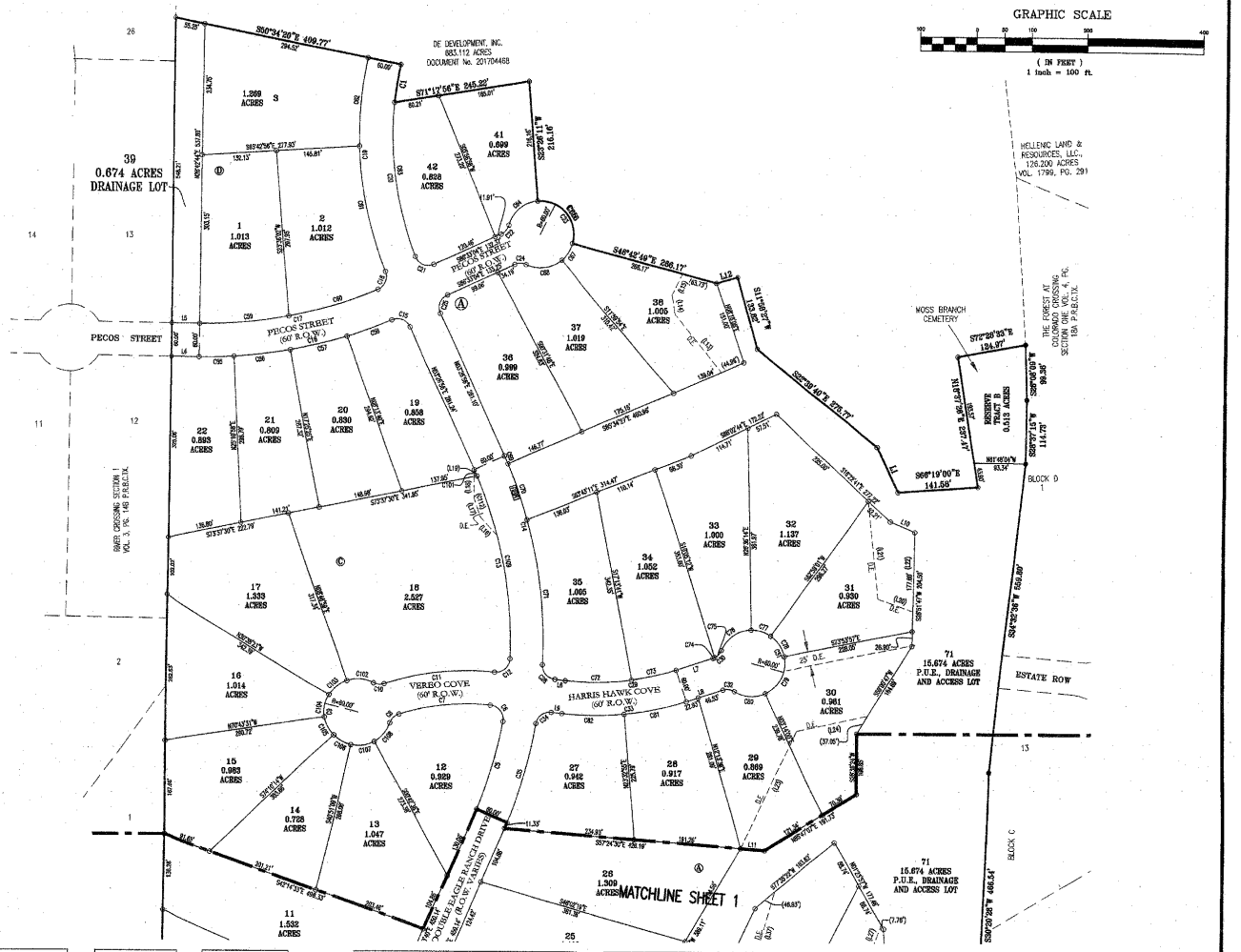
LEGEND

- CALCULATED POINT
- 1/2" CAPPED IRON ROD SET
- 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
- LOT NUMBER
- BLOCK LETTER
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E WASTEWATER EASEMENT
- E.E. ELECTRIC EASEMENT

SCALE: 1" = 100'

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



Line Table		
Line #	Length	Direction
L13	134.33	N09°56'39"W
L14	34.57	N19°25'17"E
L15	42.48	N57°42'07"E
L16	49.22	N51°49'27"W
L17	24.97	N09°28'27"E
L18	30.00	N08°14'29"E
L19	12.24	N08°14'29"E
L20	64.17	S41°42'02"E
L21	176.58	S22°08'36"W
L22	142.91	S28°51'47"W
L23	224.20	S53°36'08"W
L24	127.75	S70°41'48"E
L25	14.54	N02°56'57"W
L26	64.70	N13°38'23"E
L27	40.83	N67°45'37"E
L28	64.53	N10°46'46"W
L29	65.13	N11°46'47"E
L30	75.73	N13°47'47"E
L31	45.16	N09°32'22"E
L32	54.15	N67°45'23"E

Line Table		
Line #	Length	Direction
L33	162.28	N69°27'22"E
L34	21.31	N09°09'02"E
L35	89.26	N35°25'21"E
L36	22.51	N60°35'42"E
L37	146.67	S44°12'34"W
L38	82.52	S89°31'06"W
L39	55.34	S28°03'07"W
L40	26.83	S80°37'43"W
L41	34.46	S80°37'43"W
L42	95.60	N70°03'36"W
L43	105.39	N57°21'32"E
L44	65.75	N11°01'31"W
L45	34.31	N32°31'26"E
L46	55.77	N71°04'23"E
L47	19.40	N78°33'00"E
L48	48.43	S43°25'56"E
L49	42.00	S55°31'33"E
L50	71.36	S82°11'56"E
L51	28.37	S86°09'30"E
L52	90.26	S33°20'44"W

Line Table		
Line #	Length	Direction
L53	43.27	S31°17'15"W
L54	68.55	S38°56'42"W
L55	204.79	S12°48'31"W
L56	106.02	N59°02'33"E
L57	62.62	S89°05'29"W
L58	135.75	S81°43'24"W
L59	21.78	S21°57'53"W
L60	99.77	N31°06'43"E
L61	98.12	N74°41'48"E
L62	121.59	N84°57'10"E
L63	70.76	S52°48'25"W
L64	46.32	S40°29'58"W
L65	43.03	N84°22'47"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	68.91	600.00	S36°48'54"W	68.87	34.49	6°34'48"
C2	377.31	1785.98	N42°27'24"W	376.74	190.03	12°06'32"
C3	473.03	985.00	N36°36'35"E	468.28	241.42	28°31'55"
C4	355.10	705.00	S39°57'38"W	351.46	181.46	28°51'04"
C5	165.30	750.00	N46°05'02"E	164.96	82.83	12°37'12"
C6	41.60	25.00	N08°53'40"W	36.96	27.44	95°20'14"
C7	166.83	420.00	N67°29'31"W	165.73	84.53	22°45'25"
C8	23.86	25.00	S73°33'47"W	22.79	12.80	54°41'53"
C9	292.28	60.00	S08°59'00"W	77.85	51.15	279°06'18"
C10	20.03	25.00	S53°23'42"E	19.49	10.58	45°54'41"
C11	201.01	450.00	N88°39'42"W	199.54	102.00	25°35'37"
C12	40.83	25.00	N76°51'42"E	36.44	26.01	93°34'46"
C13	536.25	750.00	N17°13'44"E	333.42	170.69	25°41'08"
C14	394.43	610.00	N17°02'44"E	380.84	185.91	37°11'35"
C15	39.62	25.00	N41°02'11"W	35.04	24.55	89°58'15"
C16	350.37	630.00	S73°25'42"E	347.78	177.84	24°11'12"
C17	353.77	770.00	S73°25'52"E	321.39	164.32	24°55'31"
C18	38.59	25.00	N00°20'50"E	34.87	24.53	88°26'04"
C19	390.52	660.00	N22°50'25"E	385.24	201.26	33°56'13"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C20	350.84	600.00	N22°22'14"E	345.66	180.58	33°30'09"
C21	40.65	25.00	S39°57'51"E	36.22	26.42	93°10'13"
C22	21.68	25.00	N88°36'33"E	21.00	11.57	49°40'47"
C23	292.54	60.00	N03°28'06"E	77.65	50.82	279°21'34"
C24	21.68	25.00	N61°42'40"W	21.00	11.57	49°40'47"
C25	20.27	25.00	S48°28'56"W	19.36	25.00	93°00'00"
C26	234.46	1060.00	N08°35'26"E	233.97	117.72	12°40'36"
C27	37.69	25.00	S08°11'01"E	34.44	23.26	87°04'35"
C28	37.62	25.00	S12°28'10"E	34.17	23.40	86°13'24"
C29	199.60	470.00	S67°44'26"E	198.10	101.33	24°19'56"
C30	21.68	25.00	N70°17'46"E	21.00	11.57	49°40'47"
C31	292.54	60.00	N10°05'12"E	77.65	50.82	279°21'34"
C32	21.68	25.00	N55°02'25"W	21.00	11.57	49°40'47"
C33	223.08	530.00	S67°44'26"E	223.39	114.28	24°19'56"
C34	37.62	25.00	S81°19'28"W	34.17	23.40	86°13'24"
C35	186.59	810.00	N44°47'42"E	186.18	93.71	13°11'55"
C36	324.97	645.00	S38°57'38"W	321.55	166.01	28°52'04"
C37	37.99	25.00	S84°45'56"W	34.44	23.75	87°03'34"
C38	175.43	1050.00	N48°38'20"E	175.23	87.92	9°34'22"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C39	571.39	310.00	N09°25'50"E	493.94	408.81	105°37'37"
C40	21.86	25.00	N02°15'17"W	21.09	11.57	49°40'47"
C41	292.54	60.00	N87°22'55"W	77.65	50.82	279°21'34"
C42	21.68	25.00	S47°27'36"W	21.00	11.57	49°40'47"
C43	680.11	370.00	N75°25'55"E	586.54	467.69	105°20'20"
C44	84.89	1105.98	N30°22'49"W	81.87	40.96	3°56'52"
C45	90.82	1105.98	N34°29'53"W	90.80	45.43	4°42'46"
C46	203.40	1105.98	N46°34'28"W	205.15	102.05	9°26'34"
C47	120.87	960.00	N47°08'35"E	120.69	60.57	7°13'12"
C48	157.61	960.00	N38°50'07"E	157.43	78.98	9°24'34"
C49	146.30	960.00	N29°45'36"E	146.15	73.29	8°43'53"
C50	46.15	960.00	N22°57'49"E	46.15	24.06	2°45'26"
C51	108.24	705.00	S28°02'46"W	108.23	54.26	8°48'18"
C52	101.14	705.00	S39°26'20"W	101.05	50.66	8°13'11"
C53	89.46	705.00	S43°11'11"W	89.40	44.79	7°16'12"
C54	56.27	705.00	S46°08'20"W	56.25	28.15	4°34'22"
C55	61.74	630.00	S03°27'58"E	61.73	30.89	5°36'44"
C56	101.19	630.00	S09°05'12"E	101.04	50.81	9°12'05"
C57	101.82	630.00	S17°05'27"E	101.78	50.98	7°01'44"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C58	85.71	630.00	S82°33'46"E	85.67	42.89	5°54'39"
C59	159.43	770.00	S67°16'20"E	159.15	80.00	11°51'48"
C60	164.34	770.00	S78°18'46"E	164.03	82.46	12°13'44"
C61	231.53	885.00	N18°10'16"E	230.85	116.57	30°00'59"
C62	159.39	885.00	N33°08'24"E	159.00	80.09	10°19'13"
C63	281.83	600.00	N30°04'30"E	279.34	143.62	26°55'21"
C64	72.98	60.00	S17°36'14"W	68.54	41.35	69°40'02"
C65	113.03	60.00	S11°36'15"E	96.21	85.45	108°59'00"
C66	215.08	1250.98	N66°39'59"W	214.80	107.82	10°00'34"
C67	36.35	60.00	N69°36'36"E	35.80	18.75	34°42'55"
C68	68.29	60.00	S89°26'05"E	64.59	38.32	65°10'36"
C69	15.45	610.00	N03°09'43"E	15.45	7.72	1°05'04"
C70	106.38	810.00	N06°16'15"E	106.31	53.27	7°31'36"
C71	282.60	810.00	N21°21'16"E	281.45	142.46	19°34'31"
C72	119.43	470.00	S82°52'22"E	119.10	60.14	14°33'56"
C73	79.67	470.00	S70°02'20"E	79.58	40.02	9°42'57"
C74	5.12	25.00	S82°28'00"E	5.11	1.56	7°08'33"
C75	18.58	25.00	N71°40'36"E	18.14	9.73	42°33'24"
C76	69.38	60.00	S83°31'25"E	65.69	38.14	66°14'52"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C77	36.11	60.00	N42°09'09"W	37.47	18.75	34°29'29"
C78	45.14	60.00	N09°24'52"W	44.08	23.70	43°06'28"
C79	80.71	60.00	N54°46'33"E	74.76	47.79	77°04'26"
C80	58.22	60.00	S39°33'38"E	56.05	32.26	55°35'14"
C81	112.54	530.00	S72°46'48"E	112.33	56.46	12°09'58"
C82	112.54	530.00	S84°56'51"E	112.33	56.46	12°09'58"
C83	182.48	645.00	S64°16'39"W	182.00	91.66	16°12'32"
C84	71.87	645.00	S53°48'38"W	71.83	35.97	6°21'58"
C85	90.82	645.00	S39°33'38"W	90.75	45.49	8°04'04"
C86	211.76	310.00	S71°16'26"E	207.67	110.20	39°08'18"
C87	358.74	310.00	N55°51'46"E	338.89	203.20	66°18'18"
C88	90.42	60.00	S18°44'36"W	82.11	56.28	86°20'56"
C89	64.28	60.00	N85°24'09"W	61.33	35.00	61°21'53"
C90	20.39	60.00	N46°39'07"W	20.29	10.29	19°28'16"
C91	20.39	60.00	N27°30'44"W	20.29	10.29	19°28'16"
C92	42.23	60.00	N02°23'13"E	41.36	22.03	40°19'27"
C93	52.10	60.00	N47°25'23"E	50.48	27.82	49°44'53"
C94	77.30	370.00	N28°36'44"E	77.16	38.79	11°58'14"
C95	95.09	370.00	N41°57'05"E	94.83	47.81	14°43'28"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C96	94.83	370.00	N56°39'21"E	94.57	47.68	14°41'07"
C97	95.23	370.00	N71°22'21"E	94.96	47.86	14°44'46"
C98	95.80	370.00	N86°06'48"E	95.54	48.17	14°50'08"
C99	127.31	370.00	S39°33'44"E	126.68	64.28	19°42'46"
C100	96.55	370.00	S59°13'48"E	96.27	48.55	14°57'03"
C101	12.28	750.00	N03°55'07"E	12.28	6.13	0°56'15"
C102	48.98	60.00	N57°46'28"W	47.63	25.85	46°46'11"
C103	41.28	60.00	S78°04'18"W	40.47	21.50	39°25'22"
C104	41.98	60.00	S39°19'53"W	41.13	21.89	40°05'08"
C105	36.76	60.00	S01°43'21"W	36.19	18.98	35°06'15"
C106	34.69	60.00	S32°32'19"E	34.40	17.85	33°08'05"
C107	43.92	60.00	S69°56'43"E	42.98	22.77	41°57'45"
C108	44.86	60.00	N67°52'08"E	43.83	23.54	42°50'33"
C109	348.46	750.00	N14°45'37"E	345.38	177.46	26°37'22"
C110	2.75	60.00	S25°44'52"E	2.75	1.38	2°37'41"
C111	84.87	1220.98	N33°22'38"W	84.85	42.45	3°58'26"
C112	115.03	60.00	S1°38'19"E	88.21	65.45	109°51'00"

Line Table		
Line #	Length	Direction
L1	66.34	S00°43'56"W
L2	56.47	S83°58'55"W
L3	107.17	N32°17'11"W
L4	53.63	S61°20'08"E
L5	53.63	S61°20'08"E
L6	18.76	S55°34'52"E
L7	69.76	S79°54'48"E
L8	68.76	S79°54'48"E
L9	18.76	S55°34'52"E
L10	48.47	S37°56'42"E
L11	43.67	S57°24'30"E
L12	39.67	S76°01'33"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C113)	112.59	750.00	N28°41'12"E	112.49	56.40	8°36'05"
(C113)	75.11	705.00	S34°23'01"W	75.07	37.59	6°06'15"
(C114)	57.41	705.00	S28°59'57"W	57.39	28.72	4°39'56"
(C115)	32.05	645.00	S28°10'23"W	31.99	16.00	2°50'32"
(C116)	1.74	705.00	S22°35'31"W	1.74	0.87	0°08'30"

FILED May 15, 2018 4:06 P.M.
Rose Pilarcik
COUNTY CLERK
HARRIS COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

SHEET NO. 2 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID 695791 ◆ REG. # 10004900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\4784\SURVEY\FINAL PLAT - DOUBLE EAGLE SECTION 1.DWG

6/103-A

THE FINAL PLAT OF
DOUBLE EAGLE RANCH, SECTION 1

FIELD NOTES

BEING A PART OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NUMBER 53, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION THAT CERTAIN 683.112 ACRE TRACT OF LAND CONVEYED TO DE DEVELOPMENT, INC., IN DOCUMENT NUMBER 201704468, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 97.676 ACRE TRACT OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A POINT IN THE CURVING NORTH BOUNDARY LINE OF OLD STATE HIGHWAY NO. 71, A 100'-FOOT WIDE PUBLIC RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RIVER CROSSING, SECTION 1, A SUBDIVISION RECORDED IN CABINET 3, PAGES 148-149 OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, (P.R.B.C.TX.), FOR THE WESTERNMOST SOUTHWESTERN CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE WESTERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT AND THE EASTERN BOUNDARY LINE OF SAID RIVER CROSSING, SECTION 1, N28°39'54"E, A DISTANCE OF 3222.95 FEET TO A ½" CAPPED IRON ROD SET,

THENCE, CROSSING SAID 683.112 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1. S59°24'32"E, A DISTANCE OF 409.77 FEET TO A ½" CAPPED IRON ROD SET, AT A POINT OF CURVATURE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 69.91 FEET AND WHOSE CHORD BEARS S36°49'54"W A DISTANCE OF 69.87 FEET TO A ½" CAPPED IRON ROD SET,
3. S71°13'58"E, A DISTANCE OF 345.22 FEET TO A ½" CAPPED IRON ROD SET,
4. S32°26'11"W, A DISTANCE OF 216.16 FEET TO A ½" CAPPED IRON ROD SET, AT A POINT OF CURVATURE TO THE RIGHT,
5. WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, HAVING AN ARC LENGTH OF 115.03 FEET, WHOSE CHORD BEARS S11°36'19"E, A DISTANCE OF 98.21 FEET TO A ½" CAPPED IRON ROD SET,
6. S48°42'49"E, A DISTANCE OF 266.17 FEET TO A ½" CAPPED IRON ROD SET,
7. S78°01'33"E, A DISTANCE OF 39.87 FEET TO A ½" CAPPED IRON ROD SET,
8. S11°58'37"W, A DISTANCE OF 153.82 FEET TO A ½" CAPPED IRON ROD SET,
9. S22°33'40"E, A DISTANCE OF 275.77 FEET TO A ½" CAPPED IRON ROD SET,
10. S19°06'56"W, A DISTANCE OF 69.34 FEET TO A ½" CAPPED IRON ROD SET,
11. N78°53'36"E, A DISTANCE OF 337.47 FEET TO A ½" CAPPED IRON ROD SET, AND
12. S72°28'35"E, A DISTANCE OF 124.97 FEET TO A CAPPED IRON ROD FOUND, FOR THE NORTHWESTERN CORNER OF MOSS BRANCH CEMETERY, ALSO BEING IN THE NORTHWESTERN LINE OF LOT 1, BLOCK D, THE FOREST AT COLORADO CROSSING SECTION ONE, A SUBDIVISION RECORDED IN VOL. 4, PG. 139, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

THENCE, WITH THE WESTERN BOUNDARY LINE OF SAID THE FOREST AT COLORADO CROSSING, SECTION ONE, AND THE EASTERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT, AND THE EASTERN BOUNDARY LINE OF MOSS BRANCH CEMETERY, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1. S20°08'09"W, A DISTANCE OF 99.36 FEET TO AN IRON ROD FOUND ON THE EASTERN BOUNDARY LINE OF SAID MOSS BRANCH CEMETERY,
2. S28°31'15"W, A DISTANCE OF 114.73 FEET TO A CAPPED IRON ROD FOUND AT THE SOUTHEASTERN CORNER OF SAID MOSS BRANCH CEMETERY,
3. S34°32'39"W, A DISTANCE OF 259.80 FEET TO AN IRON ROD FOUND AND
4. S37°20'28"W, A DISTANCE OF 468.54 FEET TO A CAPPED ½" IRON ROD FOUND, ALSO BEING THE SOUTHWESTERN CORNER OF LOT 12 OF SAID THE FOREST AT COLORADO CROSSING, SECTION ONE, ALSO BEING THE NORTHWESTERN CORNER OF AN 18.00 ACRE TRACT OF LAND CONVEYED TO RUTH ANN HOBBS IN VOLUME 776, PAGE 794 OF THE

A.R.B.C.TX., ALSO BEING AN EXTERIOR ANGLE POINT OF SAID REMAINDER OF 723.330 ACRE DOUBLE EAGLE ESTATES, LTD. TRACT, FOR AN EXTERIOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE EASTERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT, AND THE WESTERN BOUNDARY LINE OF SAID HOBBS TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1. S33°58'55"W, A DISTANCE OF 58.47 FEET TO A CAPPED ½" IRON ROD FOUND,
2. S23°51'11"W, A DISTANCE OF 201.27 FEET TO A CAPPED ½" IRON ROD FOUND,
3. S59°09'09"W, A DISTANCE OF 171.67 FEET TO A CAPPED ½" IRON ROD FOUND,
4. S19°36'50"W, A DISTANCE OF 523.40 FEET TO A CAPPED ½" IRON ROD FOUND,
5. S19°08'17"W, A DISTANCE OF 371.46 FEET TO A CAPPED ½" IRON ROD SET, AND
6. S26°27'22"W, A DISTANCE OF 149.68 FEET TO A CAPPED IRON ROD FOUND AT THE NORTHWESTERN CORNER OF A 11.68 ACRE TRACT OF LAND CONVEYED TO ARTHUR F. CORWIN IN VOLUME 2103, PAGE 191 OF THE O.R.B.C.TX., FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT, ALSO BEING THE SOUTHEASTERN CORNER OF ST. PAUL CEMETERY,

THENCE, WITH THE SOUTHERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT, AND THE NORTHERN BOUNDARY LINES OF SAID CORWIN TRACT, A 3.396 ACRE TRACT OF LAND CONVEYED TO RODNEY FRENCH IN VOLUME 2103, PAGE 608, A 1.45 ACRE TRACT OF LAND CONVEYED TO ROBERT J. MUDGLEY IN VOLUME 295, PAGE 302, A 1.133 ACRE TRACT OF LAND CONVEYED TO JAMES AND ALICE REESE IN VOLUME 1661, PAGE 574, A 0.986 ACRE TRACT OF LAND CONVEYED TO JAMES F. AND ALICE HART IN VOLUME 1688, PAGE 389, AND A 0.64 ACRE TRACT OF LAND CONVEYED TO CLYDE AND CAROLYN POLLOCK IN VOLUME 802, PAGE 179, N82°45'19"W, A DISTANCE OF 1035.34 FEET TO A CAPPED ½" IRON ROD SET FOR THE EASTERNMOST CORNER OF A 0.591 ACRE TRACT CONVEYED TO DOUBLE EAGLE ESTATES IN VOL. 1951, PG. 764, DEED RECORDS OF BASTROP COUNTY, TEXAS, ALSO BEING THE NORTHWESTERN CORNER OF SAID 0.64 ACRE TRACT,

THENCE, WITH THE SOUTHEASTERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT, AND THE NORTHWESTERN BOUNDARY LINE OF SAID 0.64 ACRE TRACT, S29°06'44"W, A DISTANCE OF 153.80 FEET TO A 5/8" IRON ROD FOUND, FOR THE SOUTHERNMOST CORNER OF SAID 683.112 ACRE TRACT, ALSO BEING THE WESTERNMOST CORNER OF SAID 0.64 ACRE TRACT AND ALSO BEING IN THE NORTHEASTERN RIGHT-OF-WAY LINE OF SAID OLD STATE HIGHWAY NO. 71, FOR A SOUTHERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE SOUTHWESTERN BOUNDARY LINE OF SAID 683.112 ACRE TRACT, AND THE NORTHEASTERN RIGHT-OF-WAY LINE OF SAID OLD STATE HIGHWAY NO. 71, N32°27'11"W, A DISTANCE OF 107.17 FEET TO A CAPPED ½" IRON ROD SET, AT A POINT OF CURVATURE TO THE LEFT,

THENCE, WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 1195.92 FEET, AN ARC LENGTH OF 377.21 FEET AND WHOSE CHORD BEARS N42°27'24"W A DISTANCE OF 375.74 FEET TO THE POINT OF BEGINNING, AND CONTAINING 97.676 ACRES OF LAND.

GENERAL NOTES:

1. FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT LIES WITHIN A DESIGNATED FLOOD HAZARD AREA, THIS TRACT LIES IN ZONE X, AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021 C 0195E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 16, 2008. COMMUNITY NUMBER 481193.
2. FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE THEREUNDER.
3. EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION.
4. NO STRUCTURES OR LAND USE INCLUDING, BUT NOT LIMITED TO; BUILDINGS, FENCES, LANDSCAPING THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN AREAS DESIGNATED AS PONDS, DRAINAGE EASEMENTS, OR DETENTION/RETENTION AREAS.
5. DRAINAGE EASEMENTS, STORM WATER FACILITIES/FEATURES, AND EROSION CONTROLS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND/OR BY INDIVIDUAL PROPERTY OWNERS. PROPERTY OWNERS AND THEIR ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY BASTROP COUNTY REPRESENTATIVES.
6. THE DRIVEWAY CULVERT SIZE AS SHOWN ON THIS PLAT DETERMINES THE CULVERT SIZE FOR EACH LOT. THE DEVELOPER AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING DRIVEWAY CULVERTS TO BASTROP COUNTY SPECIFICATIONS. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY BEFORE A DRIVEWAY CULVERT CAN BE INSTALLED. ACCESS TO STATE HIGHWAYS IS REGULATED BY TXDOT AND THEREFORE MUST BE APPROVED AND CONSTRUCTED TO ITS STANDARDS.
7. "TYPICAL LOT & EASEMENT" DETAIL IS DEPICTED ON THIS PLAT.
8. ALL CORNER LOTS WITHIN THIS DEVELOPMENT MAY ACCESS ONLY ONE STREET AND MUST TAKE THEIR ACCESS FROM THE MINOR OF THE TWO STREETS.
9. PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO: BASTROP COUNTY 9-1-1 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, AND ON-SITE SEWAGE FACILITY. COUNTY PERMITS ARE OBTAINED AND ISSUED THROUGH THE BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.
10. NO ON-SITE WATER WELL MAY BE PLACED WITHIN 150' (150' IF ENCASED) OF ANY ON-SITE SEWAGE DISPOSAL AREA OR WITHIN 150' (150' IF ENCASED) OF AN ON-SITE WELL. EACH LOT SHALL HAVE A 75' (25' IF ENCASED) WATER WELL SETBACK ADJACENT TO PROPERTY LINES. PROPERTY OWNERS AND/OR REGISTERED WATER WELL INSTALLERS ARE RESPONSIBLE TO DETERMINE APPROPRIATE LOCATIONS FOR SAME, IF NOT SPECIFIED HEREIN. FURTHER INFORMATION AND REGISTRATION OF ON-SITE WATER WELLS IS OBTAINED AND ISSUED THROUGH THE LOST PINES GROUNDWATER CONSERVATION DISTRICT.
11. INDIVIDUAL ON-SITE SEWAGE FACILITIES MUST BE SUBMITTED FOR APPROVAL FOR EACH LOT AND BUILT TO TEXAS COMMISSIONER ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND THE REQUIREMENTS OF THE BASTROP COUNTY ORDER FOR ON-SITE SEWAGE FACILITIES PRIOR TO OCCUPATION OF THE RESIDENCE.
12. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTION FACILITIES.
13. APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE PLAT HAS BEEN REVIEWED FOR COMPLIANCE OF REGULATIONS BY BASTROP COUNTY ENGINEER AND/OR PLATS REVIEW STAFF.
14. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS AND CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE REGULATION AND REQUIREMENTS OF BASTROP COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH REGULATIONS AND REQUIREMENTS.
15. IT IS UNDERSTOOD THAT OR APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, THAT THE CONSTRUCTION OF ALL BRIDGES, CULVERTS, STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND CONVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS. THE COUNTY ASSUMES NO OBLIGATION TO CONSTRUCT BRIDGES, CULVERTS, STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
16. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IN A CONFORMING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNEES UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.
17. UPON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING AND SUBSEQUENT ACCEPTANCE OF MAINTENANCE OF STREETS BY BASTROP COUNTY, IT IS UNDERSTOOD THAT PLACEMENT OF ANY AND ALL TRAFFIC CONTROL DEVICES REQUIRING SIGNAGE SUCH AS STREET NAMES, SPEED LIMITS, STOP SIGNS, YIELD SIGNS, ETC., SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE COMMISSIONERS COURT AND/OR THE COUNTY ENGINEER.
18. NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE BASTROP COUNTY COMMISSIONERS COURT, NOR THE FILING/RECORDING OF AN APPROVED SUBDIVISION PLAT CONSTITUTES ACCEPTANCE BY BASTROP COUNTY OF ANY DESIGNATION OF THE ROADS/STREETS DEPICTED ON THE PLAT. ONLY THE BASTROP COUNTY COMMISSIONERS COURT, ACTING AS A BODY, HAS THE AUTHORITY TO ACCEPT ROADS/STREETS INTO THE BASTROP COUNTY ROAD SYSTEM FOR COUNTY MAINTENANCE. INDIVIDUAL MEMBERS OF THE BASTROP COUNTY COMMISSIONERS COURT HAVE NO AUTHORITY TO BIND BASTROP COUNTY BY SEPARATE ACTION. UNTIL BASTROP COUNTY, THROUGH ITS COMMISSIONERS COURT, ACCEPTS A ROAD/STREET THAT HAS BEEN DEDICATED IN A PLAT, SAID ROAD/STREET IS NOT A COUNTY ROAD, AND IS NOT SUBJECT TO COUNTY MAINTENANCE.
19. THIS SUBDIVISION LIES WITHIN THE THE CITY OF BASTROP'S VOLUNTARY ETJ, AREA B.
20. NO OBSTRUCTIONS SHALL BE PLACED UPON OR ACROSS ANY DRAINAGE EASEMENTS HEREIN DEDICATED WITH THIS PLAT.
21. ALL UTILITIES WILL BE PLACED UNDERGROUND.
22. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY BASTROP COUNTY PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
23. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO BASTROP COUNTY, SHALL BE PROVIDED PRIOR TO RECORDING OF THE FINAL PLAT IN THE COUNTY RECORDS.
24. BY APPROVING THIS PLAT, THE COUNTY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO COUNTY STANDARDS MAY BE JUST CAUSE FOR THE COUNTY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
25. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED ON-SITE SEWAGE FACILITY.
26. DEVELOPER/OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
27. PROPERTY OWNER SHALL PROVIDE FOR ACCESS FOR ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
28. FOR STREETS THAT END IN A CUL-DE-SAC, THE MINIMUM RADIUS FOR THE CUL-DE-SAC IS 80'.
29. THE MINIMUM WIDTH OF DRIVEWAYS SHALL BE 24 FEET AS MEASURED AT THE PROPERTY LINE.
30. A 911 ADDRESS MUST BE OBTAINED FROM THE BASTROP COUNTY 911 ADDRESSING DEPARTMENT, AT BASTROP COUNTY DEVELOPMENT SERVICES, PRIOR TO ANY PERMIT APPLICATIONS.
31. ALL DRAINAGE EASEMENTS SHALL BE FREE OF CONSTRUCTION OR ANY TYPE OF OBSTRUCTION
32. THE SIZE, LOCATION, AND MATERIAL FOR ALL WATER LINES, HYDRANTS, VALVES, ETC. MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE COUNTY OF BASTROP REGARDING FIRE FLOW.
33. A SEVEN FOOT (14') PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL RIGHTS-OF-WAY HEREIN AND A FIVE FOOT (5') PUBLIC UTILITY EASEMENT IS DEDICATED HEREBY ADJACENT TO ALL SIDE LOT LINES.
34. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY GOVERNMENTAL AUTHORITIES.
35. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY VEGETATION AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
36. A BASTROP COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
37. NO PERSON MAY DIVERT, BLOCK, OR IMPOUND THE NATURAL FLOW OF SURFACE WATERS FROM UPDRIVER/UPHILL/UPGRADIENT PROPERTIES IN A MANNER THAT DAMAGES THE PROPERTY OF ANOTHER AS A RESULT OF THE DIVERTING, BLOCKING OR IMPOUNDING OF THE NATURAL FLOW. SHEET FLOW OF SURFACE WATER SHALL NOT BE CONCENTRATED AND DISCHARGED ONTO ANOTHER PROPERTY UNLESS THE DISCHARGE IS INTO A DEDICATED DRAINAGE EASEMENT SPECIFICALLY DESIGNATED FOR THAT PURPOSE.
38. IT IS THE RESPONSIBILITY OF EACH RESIDENTIAL BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE HOUSE, FROM AND ADJACENT TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
39. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN HEREIN ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WAYS, INCLUDING ACCESS TO THE DRAINAGE AREAS; INCLUDING BUT NOT LIMITED TO: SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL DRAINAGE WAYS.
40. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DOUBLE EAGLE RANCH, SECTION 1, RECORDED IN DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.
41. LOTS 128/13, BLOCK A, SHALL SHARE VEHICULAR ACCESS VIA A SINGLE SHARED DRIVEWAY LOCATED WITHIN A PRIVATE SHARED ACCESS EASEMENT, AS SHOWN ON THE FINAL PLAT. THIS SHARED DRIVEWAY IS FOR INGRESS, EGRESS AND REGRESS.
42. THE OWNERS OF LOT 128/13, BLOCK A, SHALL TOGETHER MAINTAIN THE SHARED DRIVEWAY IN A MANNER CONSISTENT WITH SAFE VEHICULAR USE, TO INCLUDE RESURFACING, REPAIR, AND/OR OTHER IMPROVEMENTS OR REPAIRS AS NECESSARY. NO VEHICLES SHALL AT ANY TIME BE PLACED OR PARKED ON OR WITHIN THE SHARED PRIVATE ACCESS DRIVE SERVING LOTS 128/13, BLOCK A. FENCES, WALLS, OR ANY OTHER OBSTRUCTION ARE PROHIBITED ALONG THE SHARED PROPERTY LINE BETWEEN LOTS 128/13, BLOCK A, WITHIN THE SHARED ACCESS EASEMENT AREA.

UTILITY SERVICE PROVIDERS:

1. WATER SERVICE IS PROVIDED BY: AQUA WATER SUPPLY CORPORATION
2. WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
3. ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC.
4. GAS SERVICE IS PROVIDED BY: CENTERPOINT ENERGY

- NO STRUCTURES OR LAND USE INCLUDING, BUT NOT LIMITED TO; BUILDINGS, FENCES, LANDSCAPING THAT NEGATIVELY IMPACTS STORM WATER FLOWS SHALL BE ALLOWED IN AREAS DESIGNATED AS PONDS, DRAINAGE EASEMENTS, OR DETENTION/RETENTION AREAS.

- DRAINAGE EASEMENTS, STORM WATER FACILITIES/FEATURES, AND EROSION CONTROLS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND/OR BY INDIVIDUAL PROPERTY OWNERS. PROPERTY OWNERS AND THEIR ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY BASTROP COUNTY REPRESENTATIVES.

- THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS AN IDENTIFIED FLOOD HAZARD AREA.

BLOCK	LOT	SQ. FT.	BLOCK	LOT	SQ. FT.
A	1	37,778	C	1	45,453
A	2	43,802	C	2	49,780
A	3	41,254	C	3	49,755
A	4	34,550	C	4	45,197
A	5	32,886	C	5	44,091
A	6	32,764	C	6	43,010
A	7	32,851	C	7	60,881
A	8	37,070	C	8	42,581
A	9	43,994	C	9	41,264
A	10	40,301	C	10	53,978
A	11	47,034	C	11	66,749
A	12	56,533	C	12	40,493
A	13	58,273	C	13	45,620
A	14	45,253	C	14	31,720
A	15	39,858	C	15	42,828
A	16	43,683	C	16	44,177
A	17	43,813	C	17	58,077
A	18	46,363	C	18	110,088
A	19	54,331	C	19	37,383
A	20	44,940	C	20	38,166
A	21	64,046	C	21	35,233
A	22	64,748	C	22	38,886
A	23	49,150	C	23	48,990
A	24	45,954	C	24	5,256
A	25	51,985			
A	26	57,009	D	1	44,111
A	27	41,024	D	2	44,077
A	28	39,934	D	3	55,290
A	29	37,832	D	39	29,357
A	30	42,754			
A	31	40,504			
A	32	49,511			
A	33	43,562			
A	34	45,816			
A	35	43,790			
A	36	43,538			
A	37	44,394			
A	38	43,786			
A	41	30,449			
A	42	36,065			
A	70	36,898			
A	71	696,143			
A	74	4,859			
A	RESERVE TRACT A	31,041			
A	RESERVE TRACT B	22,329			

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

THAT, DE DEVELOPMENT, INC., BEING OWNER OF THAT CERTAIN 683.112 ACRES OF LAND OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53, SITUATED IN BASTROP COUNTY, TEXAS, AS CONVEYED TO DE DEVELOPMENT, INC., BY DEED RECORDED IN DOCUMENT NUMBER 201704468, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DO HEREBY SUBDIVIDE 97.676 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS

"DOUBLE EAGLE, SECTION 1."

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREIN, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 20th DAY OF February, 2018 A.D.

DE DEVELOPMENT, INC.
4709-A ROCKDALE RD
AUSTIN, TX 78749

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED John Lloyd KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND, AND SEAL OF OFFICE, THIS THE 20th DAY OF February, 2018 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires: 09-12-2019

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

I, ROSE PIETSCH, JUDGE OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 15th DAY OF May, 2018 A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS 15th DAY OF May, 2018 A.D.

ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Ellie Hunka
DEPUTY

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF May, 2018 A.D., AT 4:00 o'clock P.M. IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 3C PAGES 103-105-B, 103-B-A

FILED FOR RECORD ON THE 15th DAY OF May, 2018 A.D.

ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Ellie Hunka
DEPUTY

STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

AS OF THE DATE INDICATED BELOW, THIS SUBDIVISION QUALIFIES FOR WATER SERVICE PROVIDED BY AQUA WATER SUPPLY CORPORATION PURSUANT TO THE PROVISIONS OF AQUA'S TARIFF. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION, NO

PLATS
201806920
2 PGS

PLAT RECORDING INFORMATION

PLAT NAME: Double Eagle Ranch, Section 1

CABINET/PAGE NUMBER: 6/102-A - 6/102-B 6/103-A

DATE PLAT FILED: May 15, 2018

ACREAGE: 683.112

LEAGUE: Jose Navarro Survey

ABSTRACT NUMBER: No A53

OWNERS: DE Development Inc.

Rose Pietsch, County Clerk, Bastrop County, Texas

By: Sue Hurka
Deputy Clerk

Issue Date : 2/16/2018

TAX CERTIFICATE

Office of Linda Harmon Tax Assessor-Collector
Bastrop County Tax Office
PO Box 579
Bastrop, TX 78602
Ph: (512) 581-7161 Fax: (512) 581-7167

This certificate includes tax years up to 2017

Entities to which this certificate applies:

G01 - Bastrop County
S04 - Bastrop Isd
ESD1 - Emergency Svc Dst 1
RD1 - County Road

Property Information

Property ID : R110710
Quick-Ref ID : R110710

255 OLD 71 CEDAR CREEK
78612

ABS A53 Navarro, Jose A.,683.112 ACRES

Value Information

Land HS	:	$0.00
Land NHS	:	$5,339.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$6,270,855.00
Ag Use	:	$59,873.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$65,212.00

Owner Information

Owner ID : O0157261

DE DEVELOPMENT INC
4720-4 ROCKCLIFF RD
AUSTIN, TX 78746

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
ESD1	2017	58.69	0.00	0.00	0.00	0 00
G01	2017	314 07	0.00	0.00	0.00	0.00
RD1	2017	70.49	0.00	0.00	0.00	0.00
S04	2017	939.70	0.00	0.00	0.00	0.00

Total for current bills if paid by 2/28/2018 : $0.00
Total due on all bills 2/28/2018 : $0.00

2017 taxes paid for entity ESD1 $58.69
2017 taxes paid for entity G01 $314.07
2017 taxes paid for entity RD1 $70.49
2017 taxes paid for entity S04 $939.70

2017 Total Taxes Paid : $1,382.95
Date of Last Payment : 12/07/17

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

May 15, 2018 04:56:15 PM
LUCINDAMOSLEY FEE: $0.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
PLATS 201806920

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Cindy Burton
Signature of Authorized Officer of the Tax Office

Date of Issue	:	02/16/2018
Requestor	:	DE DEVELOPMENT INC
Receipt	:	2018-847342-BAST
Fee Paid	:	$10.00
Payer	:	Carlson,Brigance &

© 2003 Tyler Technologies, Inc.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/18/2018 9:24 AM
FEE: $254.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 201807093

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

DOUBLE EAGLE RANCH

MASTER COVENANT

Bastrop County, Texas

Declarant: DE DEVELOPMENT, INC., a Texas corporation

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS FILED IN THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

DOUBLE EAGLE RANCH

MASTER COVENANT

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 2

ARTICLE 2 GENERAL RESTRICTIONS 7

2.01 General 7
2.02 Incorporation of Development Area Declarations 8
2.03 Conceptual Plans 8
2.04 Maximum Number of Lots 9
2.05 Provision of Benefits and Services to Service Areas 9

ARTICLE 3 DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY 9

3.01 Organization 9
3.02 Membership 9
3.03 Voting Rights 12
3.04 Voting Allocation 13
3.05 Powers 14
3.06 Acceptance of Common Area and Special Common Area 17
3.07 Indemnification 17
3.08 Insurance 18
3.09 Bulk Rate Contracts 18
3.10 Community Services and Systems 19
3.11 Protection of Declarant's Interests 19

ARTICLE 4 INSURANCE AND RESTORATION 20

4.01 Insurance 20
4.02 Restoration Requirements 20
4.03 Restoration - Mechanic's and Materialmen's Lien 21

ARTICLE 5 COVENANT FOR ASSESSMENTS 21

5.01 Assessments 21
5.02 Maintenance Fund 21
5.03 Regular Assessments 21
5.04 Special Common Area Assessments 22
5.05 Service Area Assessments 22
5.06 Special Assessments 22
5.07 Individual Assessments 23
5.08 Amount of Assessment 23

5.09 Late Charges 24
5.10 Owner's Personal Obligation for Payment of Assessments 24
5.11 Assessment Lien and Foreclosure 24
5.12 Exempt Property 26
5.13 Fines and Damages Assessment 26
5.14 Working Capital Assessment 27

ARTICLE 6 ARCHITECTURAL REVIEWER 28

6.01 Architectural Control by Declarant 28
6.02 Architectural Control by Association 29
6.03 Prohibition of Construction, Alteration and Improvement 30
6.04 Architectural Approval 30

ARTICLE 7 MORTGAGE PROVISIONS 32

7.01 Notice of Action 32
7.02 Examination of Books 33
7.03 Taxes, Assessments and Charges 33

ARTICLE 8 EASEMENTS 33

8.01 Right of Ingress and Egress 33
8.02 Reserved Easements 34
8.03 Roadway and Utility Easements 34
8.04 Subdivision Entry and Fencing Easement 34
8.05 Landscape, Monumentation and Signage Easement 34
8.06 Declarant as Attorney in Fact 35

ARTICLE 9 DEVELOPMENT RIGHTS 35

9.01 Development 35
9.02 Special Declarant Rights 35
9.03 Addition of Land 36
9.04 Withdrawal of Land 36
9.05 Notice of Applicability 36
9.06 Assignment of Declarant's Rights 37

ARTICLE 10 GENERAL PROVISIONS 38

10.01 Term 38
10.02 Eminent Domain 38
10.03 Amendment 38
10.04 Initiation of Litigation by Association 39
10.05 Enforcement 39
10.06 No Warranty of Enforceability 40
10.07 Higher Authority 40

10.08 Severability 40
10.09 Conflicts 40
10.10 Gender 40
10.11 Acceptance by Grantees 40
10.12 Damage and Destruction 40
10.13 No Partition 42
10.14 View Impairment 42
10.15 Safety and Security 42
10.16 Notices 42

DOUBLE EAGLE RANCH

MASTER COVENANT

This Double Eagle Ranch Master Covenant (this "**Covenant**") is made by **DE DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Bastrop County, Texas, more particularly described on Exhibit "A" attached hereto (the "**Property**").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property, which development and improvement of the Property may be accomplished by successors and assigns of Declarant as future owners or developers of the Property, and Declarant is not in any manner agreeing to or obligating itself to undertake development activities with respect to the Property.

C. Portions of the Property may be made subject to this Covenant upon the filing of one or more Notices of Applicability pursuant to *Section 9.05* below, and once such Notices of Applicability have been filed, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

D. This Covenant serves notice that upon the further filing of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

"**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Architectural Reviewer**" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

"**Assessment**" or "**Assessments**" means assessments imposed by the Association under this Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.08*.

"**Association**" means DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community, which has been created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

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

"**Bulk Rate Contract**" or "**Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial. Each Bulk Rate Contract shall be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

"**Bylaws**" means the Bylaws of the Association as adopted and as amended from time to time.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**Common Area**" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the filing of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public. Declarant reserves the right to require that certain portions of the Common Area be maintained by an Owner in lieu of the Association provided that the portion of such Common Area and responsibility for maintenance is identified and set forth in the Development Area Declaration applicable to such Owner's Lot.

"**Community Manual**" means the community manual, which may be initially adopted by the Declarant or the Board and Recorded as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended, from time to time, by either (i) Declarant, acting alone, during the Development Period or (ii) a Majority of the Board.

"**Declarant**" means **DE DEVELOPMENT, INC.**, a Texas corporation. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant.

Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These special rights are described in this Covenant. Many of these rights do not terminate until either Declarant: (i) has sold all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"**Design Guidelines**" means the standards for design and construction of Improvements proposed to be placed on any Lot, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Architectural Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the

Development or any Development Area. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise.

"**Development**" refers to all or any portion of the Property made subject to this Covenant by the filing of a Notice of Applicability.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending twelve (12) months after Declarant and its affiliates no longer owns all or any portion of the Property, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development.

"**Documents**" means, singularly or collectively, as the case may be, this Covenant, the Certificate, Bylaws, the Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Covenant or any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 for a summary of the Documents.

"**Homebuilder**" refers to any Owner who is in the business of constructing single-family residences for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including grading, clearing, removal of trees, site work, utilities, landscaping, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

"**Lot**" means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a lot on which a condominium regime has been established.

"**Majority**" means more than one-half.

"**Manager**" has the meaning set forth in *Section 3.05(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Notice of Applicability**" means the Recorded notice executed by the Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant in accordance with *Section 9.05* below.

"**Occupant**" means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot. Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Property**" means all of that certain real property described on Exhibit "A", attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

"**Record, Recording, Recordation and Recorded**" means recorded in the Official Public Records of Bastrop County, Texas.

"**Residential Developer**" refers to any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

"**Residential Lot**" means a portion of the Development shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended and designated solely for single-family residential use.

"**Rules**" means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Development, including any amendments to those instruments.

"**Service Area**" means a group of Lots designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in *Section 5.05*.

"**Service Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Assessments**" means assessments levied by the Board in accordance with *Section 5.06* of this Covenant.

"**Special Common Area**" means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability filed pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other written notice will identify the Lots, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area Assessments**" means assessments levied against the Lots as described in *Section 5.04*.

TABLE 1: DOCUMENTS	
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the filing of a Notice of Applicability.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Community Manual (Recorded)	Establishes rules and policies governing the Association.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto.
Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Association.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 General.

(a) Conditions and Restrictions. All Lots and within the Development to which a Notice of Applicability has been filed in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

(b) Applicable Law. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Development. Compliance with the Documents is not a substitute for compliance with Applicable Law.

Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to a Lot located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot. Furthermore, an approval by the Architectural Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

(c) Architectural Reviewer Approval of Project Names. Each Owner is advised that the name used to identify the Development Area or any portion thereof for marketing or identification purposes shall be approved in advance and in writing by the Architectural Reviewer.

2.02 Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but will apply only to the Development Area described in and covered by such Development Area Declaration. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

2.03 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development, including any statements or projections as to Assessments, and expressly including any of the foregoing prepared by the Declarant (collectively, the "**Conceptual Plans**") are conceptual in nature and/or estimates only. **The land uses reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans and such land uses may by changed from time to time and at any time by Declarant without notice to any Owner. It is also understood and agreed that Assessments will change based on actual expenses incurred by the Association and no assurances are provided regarding the accuracy of any estimated Assessments.** Declarant makes no representation or warranty concerning the Conceptual Plans, proposed land uses, proposed planned Improvements, or Assessments attributable to all or any portion of the Property or the Development and no Owner will be entitled to rely upon the Conceptual Plans, or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, proposed or planned Improvements, or Assessments when making the decision to purchase any property or construct any Improvements within the Property or the Development. Each Owner who acquires a Lot within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.04 Maximum Number of Lots. The maximum number of Lots which may be made subject to the terms of this Covenant is 600.

2.05 Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability filed pursuant to *Section 9.05* or in any written notice Recorded, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Applicability or any written notice Recorded, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the charge to made therefor, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

ARTICLE 3
DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant.

3.02 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be

appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Board, an Owner shall provide the Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot; (ii) the Owner's address, phone number, and driver's license number, if any; (iii) any Mortgagee's name and address; and (iv) the name and phone number of any Occupant other than the Owner.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area for its intended purposes and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

(i) The right of the Declarant, or Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(v) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vi) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that

during the Development Period, all such contracts shall be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant to cause such Improvements and features to be constructed upon the Special Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of Declarant to grant additional Lots use rights in and to Special Common Area in a subsequently filed Notice of Applicability, Development Area Declaration, or Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(v) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts shall be approved in advance and in writing by the Declarant.

3.03 Voting Rights.

(a) Board of Directors.

(i) Control by Declarant. **Notwithstanding the foregoing or any provision to the contrary in this Covenant, and except as otherwise provided herein, until expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all Board members and officers of the Association and their successors (any appointment of a successor will be deemed a removal of the Board member being replaced by such appointment).** Declarant, at its option, may assign or delegate, in whole or in part, its rights and powers to the Association, the Board or any other entity provided such designation is in writing. Declarant may terminate its right as to the appointment and removal of one or all the Board members or officers of the Association by Recorded termination notice executed by Declarant. In the event Declarant terminates its right to appointment and remove less than all of the Board members of the Association, the Board positions to which the termination applies will be elected by the Members. Each Board member elected by the Members in accordance with the foregoing sentence will be elected for a term of one (1) year.

(ii) Interim Director Election. Within one hundred and twenty (120) days after seventy-five percent (75%) of the maximum number of Lots that may be subjected to the terms and provisions of this Covenant have been conveyed to Owners other than Declarant, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one-third (1/3) of the Board members, each to serve for a one (1) year term ("**First Member Elected Directors**"). Declarant will continue to appoint and remove two-thirds (2/3) of the Board members after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Directors' terms will expire as of the date of the "Member Election Meeting" (as defined below).

(iii) Post-Development Period. At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members, including Declarant, will elect three (3) new directors (to replace all Declarant appointed Directors and all of the First Member Elected Directors) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 3.03(a)(iii)*, his or her successor will be elected for a term of two (2) years.

(b) Co-Owners. If there is more than one Owner of a portion of the fee simple interest in a Lot, the vote for such Lot shall be exercised as the co-Owners, holding a majority of the ownership interest in the Lot, determine among themselves and designate in writing to the Secretary of the Association, prior to the close of balloting. Any co-Owner may cast the vote for a Lot, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting on the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to *Section 3.04* below. Notwithstanding the foregoing, all co-Owners of a Lot shall be Members of the Association.

3.04 Voting Allocation. The number of votes which may be cast for election of members to the Board (except as provided by *Section 3.03*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated

Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration.

(b) In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Declarant may cast votes allocated to Declarant pursuant to this *Section 3.04*, shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

3.05 Powers. The Association will have the powers of a Texas nonprofit corporation. 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 granted to it by the laws of Texas or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules not in conflict with this Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications thereto, proposed by the Board shall be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(b) 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's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice 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 and into any Improvement thereon for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot and the

maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, 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 the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, other than Common Area or Special Common Area, in enforcing this Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.05(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate Applicable Law or the Documents. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.05(g)* shall be approved in advance and in writing by the Declarant. In addition, the Association is expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Covenant.

(h) 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 Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. **THE MEMBERS 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.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes.

(j) 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 or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board,

the Association, or the Members. During the Development Period, all Bulk Rate Contracts shall be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder shall be approved in advance and in writing by the Declarant.

(n) Authority with Respect to Development Area Declaration. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon shall be approved in advance and in writing by the Declarant during the Development Period.

3.06 Acceptance of Common Area and Special Common Area. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Covenant. Such property will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Development and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant.

3.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses,

including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was 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.

3.08 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.05* hereinabove (except that during the Development Period, all Bulk Rate Contracts shall be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title

"termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized to provide, or to enter into contracts with other persons to provide, central telecommunication receiving and distribution systems (*e.g.* cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to such services. In the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant or the affiliate of the Declarant may assign any or all of the rights or obligations of the Declarant or the affiliate of the Declarant under the contract to the Association. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems and services will occur from time to time. The Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

3.11 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by the Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

ARTICLE 4
INSURANCE AND RESTORATION

4.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.02 Restoration Requirements. In the event of any fire or other casualty, the Owner will either: (i) unless otherwise approved by the Architectural Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to their same exterior condition existing prior to the damage or destruction thereof within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the Improvements damaged or destroyed. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Individual Assessment chargeable to the Owner's Lot. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 Assessments.

(a) Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot in amounts determined pursuant to *Section 5.08* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this *Article 5*.

(c) Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

5.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the

cost of administering and enforcing the Documents, and will estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. The budget prepared by the Association for the purpose of determining Regular Assessments will exclude the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Special Common Area Assessment, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of estimated Service Area Expenses for each Service Area will be allocated either: (i) equally; (ii) based on Assessment Units; or (iii) based on the benefit received among all Lots in the benefited Service Area and will be levied as a Service Area Assessment. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.06 Special Assessments. In addition to the Regular Assessments provided for above, 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 this Covenant. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units (as defined in *Section 5.08(b)* below). Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments and will be allocated among such Owners based on Assessment Units.

5.07 Individual Assessments. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to the following: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot; (viii) common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot basis; and (x) "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

5.08 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 5.08(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.06* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.04* will be levied uniformly against each Assessment Unit allocated to a Lot that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot will constitute one (1) "**Assessment Unit**" unless otherwise provided in *Section 5.08(c)*.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential

Lot. An allocation of more than one Assessment Unit to a Residential Lot shall be made in a Notice of Applicability or in a Development Area Declaration for the Development in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.08(c)* will be final, binding and conclusive.

(d) Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots owned by Declarant.

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development or Lot; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development or Lot.

5.09 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.10 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.11 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.09* and interest as provided in *Section 5.10* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was

Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.11*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable

service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

5.12 Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this *Article 5*:

(a) All area dedicated and accepted by a public authority, by the Recordation of an appropriate document;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the filing of a Notice of Applicability in accordance with *Section 9.05* below.

5.13 Fines and Damages Assessment. The Board may assess fines against an Owner for violations of any restriction set forth in the Documents which have been committed by an Owner, an Occupant, or family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 5.13* will be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Special Common Area or any facilities caused by an Owner, an Occupant, or family, guests, employees, contractors, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or

probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

The procedure for assessment of fines and damage charges will be as follows:

(a) the Association, acting through an officer, Board member or Manager, shall give the Owner notice of the fine or damage charge not later than thirty (30) days after the Assessment of the fine or damage charge by the Board;

(b) the notice of the fine or damage charge shall describe the violation or damage;

(c) the notice of the fine or damage charge shall state the amount of the fine or damage charge;

(d) the notice of a fine or damage charge shall state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and

(e) the notice of a fine shall allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.10* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. Unless otherwise provided in this *Section 5.13*, the fine and/or damage charge will be considered an Individual Assessment for the purpose of this Article 5 and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

5.14 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment to the Association in such amount, if any, as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly

authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) is a Homebuilder; or (ii) a Residential Developer will not be subject to the working capital Assessment; however, the working capital Assessment will be payable by any Owner who acquires a Lot from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the working capital Assessment to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 5.14*. The working capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The working capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

ARTICLE 6
ARCHITECTURAL REVIEWER

6.01 Architectural Control by Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Architectural Reviewer for Improvements is Declarant or its designee. No Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved in accordance herewith.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more

persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article 6 to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation shall be in writing and shall specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.02 Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "**ACC**") will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but not more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article 6. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.03 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Architectural Reviewer. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Development or Property.

NO IMPROVEMENT MAY BE CONSTRUCTED, ALTERED, OR MODIFIED WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEWER.

6.04 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines or any additional rules adopted by the Architectural Reviewer together with any review fee which is imposed by the Architectural Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Architectural Reviewer. The Architectural Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Architectural Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Architectural Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Architectural Reviewer, in its sole discretion, may require. Site plans shall be approved by the Architectural Reviewer prior to the clearing of any Lot or the construction of any Improvements. The Architectural Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the Architectural Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Architectural Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

(b) Design Guidelines. The Architectural Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the Architectural Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges will be held by the Architectural Reviewer and used to defray the administrative expenses and any other costs incurred by the Architectural Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Architectural Reviewer will be distributed to the Association at the end of each calendar year. The Architectural Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, is assembled and submitted to the Architectural Reviewer. The Architectural Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Architectural Reviewer as provided herein, and the Architectural Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Architectural Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Architectural Reviewer, in its sole and absolute discretion, such variance is justified. All variances shall be evidenced in writing and, if Declarant has assigned its rights to the ACC, shall be approved by the Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance shall also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Architectural Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Architectural Reviewer of any final plans and specifications, and any variances granted by the Architectural Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Architectural Reviewer, and the Architectural Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Architectural Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Architectural Reviewer.

(g) Non-Liability of Architectural Reviewer. **THE ARCHITECTURAL REVIEWER WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEWER'S DUTIES UNDER THIS COVENANT.**

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development. The provisions of this *Article 7* apply to the Covenant and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents

relating to such Lot or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Development.

ARTICLE 8
EASEMENTS

8.01 Right of Ingress and Egress. Declarant, its agents, employees and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any and all Lots within the Development. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Services and Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Services and Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in

applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, 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 Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.03 Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant, and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, drives or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this *Section 8.03*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.04 Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities and fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities and/or fencing as Common Area, Special Common Area, or a Service Area.

8.05 Landscape, Monumentation and Signage Easement. Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time

to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.06 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of the Documents, each Owner, by accepting a deed to a Lot, and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of the Documents. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02 Special Declarant Rights. Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and the right and privilege to conduct the activities enumerated in this *Section 9.02* shall remain until two (2) years after the expiration or termination of the Development Period.

9.03 Addition of Land. Declarant may, at any time and from time to time, during the Development Period, add additional lands to the Property and, upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further filing of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further filing of a Notice of Applicability meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05 Notice of Applicability. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant. This Covenant will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability describing such Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant.

To be effective, a Notice of Applicability shall be executed by Declarant, and the property included in the Notice of Applicability need not be owned by the Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be filed covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference will state the document number or volume and page wherein the Development Area Declaration is Recorded;

(c) A statement that all of the provisions of this Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area which benefits the Property and the beneficiaries of such Special Common Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

9.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

ARTICLE 10
GENERAL PROVISIONS

10.01 Term. Upon the filing of a notice pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2068, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

10.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

10.03 Amendment. This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Covenant and any Development Area Declaration: (a) to bring any provision into compliance

with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

10.04 Initiation of Litigation by Association. The Association will not initiate any judicial or administrative proceeding unless first approved by Members entitled to cast at least seventy-five percent (75%) of the total number of votes of the Association (the foregoing shall in no way be interpreted to mean seventy-five percent (75%) of a quorum as established pursuant to the Bylaws), excluding the votes held by Declarant, except that no such approval will be required for actions or proceedings:

(a) initiated while Declarant owns any portion of the Property or the Development; or

(b) initiated to enforce the provisions of the Documents, including collection of assessments and foreclosure of liens; or

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings; or

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

(f) This *Section 10.04* will not be amended unless such amendment is approved by the same percentage of votes necessary to institute judicial or administrative proceedings except any such amendment shall also be approved in writing by Declarant until the expiration or termination of the Development Period.

10.05 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. Each Owner, by accepting title to all or any portion of the Development, hereby releases and shall hold harmless each of the Declarant, the Association, and their partners, directors, officers, or agents from and against

any damages, claims or liability associated with the failure of the Declarant or the Association to enforce the terms and provisions of the Documents.

10.06 No Warranty of Enforceability. The Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Documents. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions in the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

10.07 Higher Authority. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.08 Severability. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.09 Conflicts. If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

10.10 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.11 Acceptance by Grantees. Each grantee of a Lot or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.12 Damage and Destruction.

(a) Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the

Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.12(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, which determination shall be approved by Declarant during the Development Period, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots.

(g) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to

such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots.

10.13 No Partition. Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.13* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

10.14 View Impairment. Neither the Declarant, the ACC, nor the Association guarantee or represent that any view over and across the Lots or any open space within the Development will be preserved without impairment. The Declarant, ACC, and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

10.15 Safety and Security. Each Owner and Occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each Person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties.

10.16 Notices. Any notice permitted or required to be given to any person by this Covenant will be in writing and may be delivered either personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. 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 same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. If delivery is made personally or by overnight delivery by using a nationally recognized overnight delivery service, it will be deemed to have been delivered at 5:00 pm, CST, on the date a copy of the notice has been delivered to the person at the address given by such person in writing 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.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of May, 2018, by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

KEVIN M FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2022

_____
Notary Public, State of Texas

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of: (a) a vendor's lien pursuant to that certain Special Warranty Deed dated March 31, 2017 and recorded as Document No. 201704468, Official Public Records of Bastrop County, Texas and a deed of trust lien pursuant to that certain Deed of Trust, Security Agreement and Financing Statement dated March 31, 2017 and recorded as Document No. 201704469, Official Public Records of Bastrop County, Texas, both securing a note of even date therewith in the original principal amount of $3,000,000; and (b) a vendor's lien pursuant to that certain Special Warranty Deed dated March 31, 2017 and recorded as Document No. 201704468, Official Public Records of Bastrop County, Texas and a deed of trust lien pursuant to that certain Deed of Trust, Security Agreement and Financing Statement dated March 31, 2017 and recorded as Document No. 201704470, Official Public Records of Bastrop County, Texas, both securing a note of even date therewith in the original principal amount of $6,000,000 (collectively, the "**Liens**"); executes this Covenant solely for the purposes of (i) evidencing its consent to this Covenant, and (ii) subordinating the Liens to this Covenant, both on the condition that the Liens shall remain superior to the Assessment Lien in all events.

INTERNATIONAL BANK OF COMMERCE,
a Texas state banking association

By: _____

Name: Aaron Haroldsen

Title: Assistant Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of May, 2018, by Aaron Haroldsen, Assitant Vice President International Bank of Commerce, a Texas state banking association, on behalf of said banking association.

(seal) KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

_____
Notary Public, State of Texas

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of a vendor's lien pursuant to that certain Special Warranty Deed dated March 31, 2017 and recorded as Document No. 201704468, Official Public Records of Bastrop County, Texas and a deed of trust lien pursuant to that certain Deed of Trust, Security Agreement and Financing Statement dated March 31, 2017 and recorded as Document No. 201704471, Official Public Records of Bastrop County, Texas, both securing a note of even date therewith in the original principal amount of $6,200,000 (collectively, the "**Liens**"); executes this Covenant solely for the purposes of (i) evidencing its consent to this Covenant, and (ii) subordinating the Liens to this Covenant, both on the condition that the Liens shall remain superior to the Assessment Lien in all events.

DOUBLE EAGLE ESTATES, LTD.,
a Texas limited partnership

By: Double Eagle Funding, Inc.,
a Texas corporation,
its sole General Partner

By: _____
Douglas B. Kadison, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of May, 2018, by Douglas B. Kadison, President of Double Eagle Funding, Inc., a Texas corporation, the sole General Partner of Double Eagle Estates, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

_____
Notary Public, State of Texas

(seal)

IRMA WILDE SPEERS
Notary Public, State of Texas
Comm. Expires 02-20-2021
Notary ID 5370252

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described tracts of land comprising 683.112 acres, more or less, in Bastrop County, Texas:

Tract 1: All of that certain 300.357 acres of land, more or less, out of the Jose Antonio Navarro Survey, Abstract No. 53, situated in Bastrop County, Texas, and being all of the remainder of that certain 723.330 acre tract of land conveyed to Double Eagle Estates, Ltd. in Volume 1727, Page 637 of the Deed Records of Bastrop County, Texas; said 300.357 acres being described by metes and bounds on Exhibit "A-1" attached hereto.

Tract 2: All of that certain 382.755 acres of land, more or less, out of the Jose Antonio Navarro Survey, Abstract No. 53, situated in Bastrop County, Texas, and being all of the remainder of that certain 723.330 acre tract of land conveyed to Double Eagle Estates, Ltd. in Volume 1727, Page 637 of the Deed Records of Bastrop County, Texas, and all of a 0.581 acre tract conveyed to Double Eagle Estates, Ltd. in Volume 1851, Page 764 of the Deed Records of Bastrop County, Texas; said 382.755 acres being described by metes and bounds on Exhibit "A-2" attached hereto.

EXHIBIT "A-1"

DESCRIPTION OF TRACT 1

300.357 ACRES
JOSE ANTONIO NAVARRO SURVEY, ABS. NO. 53
BASTROP COUNTY, TEXAS
TITLE SURVEY

FIELD NOTES

BEING A PART OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NUMBER 53, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THE REMAINDER OF THAT CERTAIN 723.330 ACRE TRACT OF LAND CONVEYED TO DOUBLE EAGLE ESTATES, LTD., IN VOLUME 1727, PAGE 637 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID 300.357 ACRE TRACT OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ⅝" iron found at the common back lot corner of Lots 28, 29, and 40 of River Crossing, Section 1, a subdivision recorded in Volume 3, Pages 14B-16A of the Plat Records of Bastrop County, Texas, (P.R.B.C.TX.), for a exterior corner in a western boundary line of said 723.330 acre tract, for the **POINT OF BEGINNING** also being a southwestern corner of the herein described tract,

THENCE, with the eastern and northern boundary line of said River Crossing, Section 1 and the western boundary line of said remainder of 723.330 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N19°12'01"E, a distance of 1088.43 feet to a capped iron rod found,
2. N79°05'33"W, a distance of 250.28 feet to a capped iron rod found at an angle point of Lot 53 of said River Crossing, Section 1 plat, for an exterior angle point of the herein described tract,
3. N06°36'57"E, a distance of 760.90 feet to an iron rod found at the northeastern corner of Lot 54 of said River Crossing, Section 1, for an interior angle point of the herein described tract,
4. N80°16'29"W, a distance of 432.86 feet to an iron rod found,
5. N83°45'20"W, a distance of 309.09 feet to a capped iron rod found, and
6. N89°00'04"W, a distance of 862.05 feet to a capped iron rod found at a northwestern corner of Lot 61 and Reserve "C" (a 1.62 acre nature trail) of said River Crossing, Section 1, also being an exterior angle point of said remainder of 723.330 acre tract for the westernmost corner of the herein described tract,

THENCE, with the eastern boundary of said Reserve "C" and the eastern boundary line of River Crossing, Section 2, a subdivision recorded in Cabinet 3, Page 109A of the P.R.B.C.TX., the eastern boundary line of Reserve "F" (a 4.63 acre nature trail), the following six (6) courses and distances, numbered 1 through 6,

1. N02°47'32"E, a distance of 1431.43 feet to a capped iron rod found for a western corner of the herein described tract,
2. N64°22'53"E, a distance of 354.51 feet to a calculated point,
3. N88°18'14"E, a distance of 52.94 feet to a calculated point,
4. N41°10'20"E, a distance of 372.24 feet to a calculated point,
5. N32°16'32"E, a distance of 510.39 feet to a calculated point, and
6. N28°17'23"E, passing at a distance of 2044.95, an iron rod found in the common boundary line of said remainder of 723.330 acre tract and said River Crossing, Section 2, and continuning for a total distance of 2080.49 feet to a calculated point on the low bank of the Colorado River, for the northwestern corner of said remainder of 723.330 acre tract, also being the northeastern corner of said River Crossing Section 2, for the northernmost northwestern corner of the herein described tract,

THENCE, with the approximate meanders of the low bank of said Colorado River, also being the northern boundary line of said remainder of 723.033 acre tract, the following five (5) courses and distances, numbered 1 through 5,

1. S66°39'19"E, a distance of 412.18 feet to a calculated point,
2. S72°56'50"E, a distance of 838.46 feet to a calculated point,
3. S54°37'21"E, a distance of 583.24 feet to a calculated point,
4. S29°54'40"E, a distance of 125.90 feet to a calculated point, and
5. S46°33'38"E, a distance of 413.00 feet to a calculated point, for the westernmost corner of a 18.928 acre tract conveyed to J.J. Collins Family, LTD., in Vol. 2190, Pg. 461, Deed Records of Bastrop County, Texas, also being a northern corner of said remainder of 723.330 acre tract,

THENCE, leaving the approximate meanders of the low bank of said Colorado River, and with the common boundary line of said 18.928 acre tract and said remainder of 723.330 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S05°41'11"E, a distance of 172.80 feet to a capped ½" iron rod found,
2. S33°05'25"E, a distance of 647.82 feet to a capped ½" iron rod found, and
3. S45°04'38"E, a distance of 267.16 feet to a capped ½" iron rod found, for the southernmost corner of said 18.928 acre tract, also being westernmost corner of a 17.000 acre tract conveyed to J.J. Collins Family, LTD., in Document Number 201500777, of the Official Public Records of Bastrop County, Texas,

THENCE, with the common boundary line of said 17.000 acre tract, and said remainder of 723.330 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. S87°27'33"E, a distance of 107.40 feet to a capped ½" iron rod found,
2. S57°45'37"E, a distance of 135.80 feet to a capped ½" iron rod found,
3. S48°33'46"E, a distance of 109.44 feet to a capped ½" iron rod found, and
4. S15°48'51"E, a distance of 224.58 feet to a capped ½" iron rod found, for the southernmost southwestern corner of said 17.000 acre tract, also being the westernmost corner of a 4.487 acre tract conveyed to J.J. Collins Family, LTD, in Document Number 201500776, of the Official Public Records of Bastrop County, Texas,

THENCE, with the common boundary line of said 4.487 acre tract, and said remainder of 723.330 acre tract, S05°00'54"E, a distance of 130.00 feet to a capped ½" iron rod found,

THENCE, leaving the common boundary line of said 4.487 acre tract, and said remainder of 723.330 acre tract, and crossing said 723.330 acre tract, the following forty-five (45) courses and distances, numbered 1 through 45,

1. S24°28'09"W, a distance of 283.08 feet to a calculated point,
2. N85°42'10"W, a distance of 372.68 feet to a calculated point,
3. N57°18'03"W, a distance of 280.26 feet to a calculated point,
4. N65°21'32"W, a distance of 267.35 feet to a calculated point,
5. N84°36'39"W, a distance of 207.70 feet to a calculated point,
6. S48°34'34"W, a distance of 159.78 feet to a calculated point,
7. S21°29'35"W, a distance of 223.92 feet to a calculated point,
8. S09°17'38"E, a distance of 137.48 feet to a calculated point,
9. S46°59'03"E, a distance of 208.94 feet to a calculated point,
10. S59°26'25"W, a distance of 191.36 feet to a calculated point,
11. S15°20'34"W, a distance of 221.18 feet to a calculated point,
12. N74°20'51"W, a distance of 59.27 feet to a calculated point,
13. N16°16'14"E, a distance of 252.84 feet to a calculated point,
14. N46°49'27"W, a distance of 285.62 feet to a calculated point,
15. N19°37'18"E, a distance of 215.33 feet to a calculated point,
16. N01°13'43"W, a distance of 277.03 feet to a calculated point,
17. N58°03'10"W, a distance of 320.57 feet to a calculated point,
18. S78°28'00"W, a distance of 492.08 feet to a calculated point,
19. N11°38'57"W, a distance of 9.61 feet to a calculated point,
20. S73°19'31"W, a distance of 182.88 feet to a calculated point,
21. S19°48'46"E, a distance of 301.43 feet to a calculated point,
22. S69°19'36"W, a distance of 104.98 feet to a calculated point,
23. N23°25'10"W, a distance of 300.00 feet to a calculated point,
24. S86°38'59"W, a distance of 307.19 feet to a calculated point,
25. S64°55'39"W, a distance of 187.17 feet to a calculated point,
26. S24°33'24"W, a distance of 283.05 feet to a calculated point,
27. S51°41'57"E, a distance of 656.63 feet to a calculated point,
28. S10°05'57"W, a distance of 131.51 feet to a calculated point,
29. S27°47'25"E, a distaqnce of 318.71 feet to a calculated point,
30. S34°09'02"E, a distance of 68.61 feet to a calculated point,

31. S66°29'47"E, a distance of 354.60 feet to a calculated point,
32. S41°09'05"W, a distance of 146.45 feet to a calculated point,
33. S40°19'22"W, a distance of 128.36 feet to a calculated point,
34. S13°47'07"E, a distance of 753.32 feet to a calculated point,
35. S13°09'27"W, a distance of 148.16 feet to a calculated point,
36. S07°46'10"E, a distance of 127.59 feet to a calculated point,
37. S13°42'12"E, a distance of 156.35 feet to a calculated point,
38. S35°11'52"E, a distance of 456.21 feet to a calculated point, at a point of curvature to the left,
39. With said curve to the left, having a radius of 1530.00 feet, an arc length of 949.70 feet, and whose chord bears S33°28'33"W, a distance of 934.52 feet to a calculated point,
40. S15°41'38"W, a distance of 595.16 feet to a calculated point, at a point of curvature to the right,
41. With said curve to the right, having a radius of 870.00 feet, an arc length of 247.96 feet, and whose chord bears S23°51'29"W, a distance of 247.12 feet to a calculated point,
42. S32°01'23"W, a distance of 111.16 feet to a calculated point,
43. N67°05'49"W, a distance of 356.69 feet to a calculated point,
44. N25°42'43"W, a distance of 83.31 feet to a calculated point, and
45. N23°02'05"W, a distance of 68.30 feet to calculated point, said point being in the eastern boundary line of said River Crossing, Section 1, also being the western boundary line of said remainder of 723.330 acre tract,

THENCE, with the common boundary line of saidremainder of 723.330 acre tract and said River Crossing, Section 1, the following six (6) courses and distances, numbered 1 through 6,

1. N66°57'55"E, a distance of 86.27 feet to a calculated point,
2. N11°40'52"E, a distance of 94.19 feet to a calculated point,
3. N09°12'23"W, a distance of 164.23 feet to a calculated point,
4. N10°20'14"E, a distance of 447.74 feet to a calculated point,
5. N67°35'53"W, a distance of 225.44 feet to a calculated point, and
6. N76°02'24"W, a distance of 326.78 feet to the **POINT OF BEGINNING**, and containing 300.357 acres of land.

Surveyed by: _____ 2052016

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Phone: 512-280-5160 Fax: 512-280-5165

Bearing Basis: Deed recorded in Volume 1727, Page 637 of the Deed Records of Bastrop County, Texas,

EXHIBIT "A-2"

DESCRIPTION OF TRACT 2

382.755 ACRES
JOSE ANTONIO NAVARRO SURVEY, ABS. NO. 53
BASTROP COUNTY, TEXAS
TITLE SURVEY

FIELD NOTES

BEING A PART OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NUMBER 53, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THE REMAINDER OF THAT CERTAIN 723.330 ACRE TRACT OF LAND CONVEYED TO DOUBLE EAGLE ESTATES, LTD., IN VOLUME 1727, PAGE 637 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (D.R.B.C.TX.), AND BEING ALL OF A 0.581 ACRE TRACT CONVEYED TO DOUBLE EAGLE ESTATES IN VOLUME 1851, PAGE 764, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID 382.755 ACRE TRACT OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the curving north boundary line of Old State Highway No. 71, a 100-foot wide public right-of-way, said point also being the southeast corner of River Crossing, Section 1, a subdivision recorded in Cabinet 3, Pages 14B-16A of the Plat Records of Bastrop County, Texas, (P.R.B.C.TX.), for the **POINT OF BEGINNING**, also being the westernmost southwestern corner and of the herein described tract,

THENCE, with the western boundary line of said remainder of 723.330 acre tract and the eastern boundary line of said River Crossing, Section 1, the following three (3) courses and distances, numbered 1 through 3,

1. N28°39'54"E, a distance of 3827.98 feet to a capped iron rod found,
2. N28°40'43"E, a distance of 192.11 feet to a calculated point in the approximate centerline of Moss Branch Creek,
3. N06°57'55"E, a distance of 105.13 feet to a calculated point in the approximate centerline of Moss Branch Creek,

THENCE, leaving said common boundary line and the approximate centerline of said Moss Branch Creek, and crossing said remainder of 723.330 acre Double Eagle Estates, Ltd. tract, the following forty-five (45) courses and distances, numbered 1 through 45,

1. S23°02'05"E, a distance of 68.30 feet to a calculated point,
2. S25°42'43"E, a distance of 83.31 feet to a calculated point,
3. S67°05'49"E, a distance of 356.69 feet to a calculated point,
4. N32°01'23"E, a distance of 111.16 feet to a calculated point, at a point of curvature to the left,
5. With said curve to the left, having a radius of 870.00 feet, an arc length of 247.96 feet, and whose chord bears N23°51'29"E, a distance of 247.12 fet to a calculated point,
6. N15°41'38"E, a distance of 595.16 feet to a calculated point, at a point of curvature to the right,
7. With said curve to the right, having a radius of 1530.00 feet, an arc length of 949.70 feet, and whose chord bears N33°28'33"E, a distance of 934.52 feet to a calculated point,
8. N35°11'52"W, a distance of 456.21 feet to a calculated point,
9. N13°42'12"W, a distance of 156.35 feet to a calculated point,
10. N07°46'10"W, a distance of 127.59 feet to a calculated point,
11. N13°09'27"E, a distance of 148.16 feet to a calculated point,
12. N13°47'07"W, a distance of 753.32 feet to a calculated point,
13. N40°19'22"E, a distance of 128.36 feet to a calculated point,
14. N41°09'05"E, a distance of 146.45 feet to a calculated point,
15. N66°29'47"W, a distance of 354.60 feet to a calculated point,
16. N34°09'02"W, a distance of 68.61 feet to a calculated point,
17. N27°47'25"W, a distance of 318.71 feet to a calculated point,
18. N10°05'57"E, a distance of 191.51 feet to a calculated point,
19. N51°41'57"W, a distance of 656.63 feet to a calculated point,
20. N24°33'24"E, a distance of 283.05 feet to a calculated point,
21. N64°55'39"E, a distance of 187.17 feet to a calculated point,
22. N86°38'59"E, a distance of 307.19 feet to a calculated point,
23. S23°25'10"E, a distance of 300.00 feet to a calculated point,
24. N69°19'36"E, a distance of 104.98 feet to a calculated point,
25. N19°48'46"W, a distance of 301.43 feet to a calculated point,
26. N73°19'31"E, a distance of 182.88 feet to a calculated point,
27. S11°38'57"E, a distance of 9.61 feet to a calculated point,

28. N78°28'00"E, a distance of 492.08 feet to a calculated point,
29. S58°03'10"E, a distance of 320.57 feet to a calculated point,
30. S01°13'43"E, a distance of 277.03 feet to a calculated point,
31. S19°37'18"W, a distance of 215.33 feet to a calculated point,
32. S46°49'27"E, a distance of 285.62 feet to a calculated point,
33. S16°16'14"W, a distance of 252.84 feet to a calculated point,
34. S74°20'51"E, a distance of 59.27 feet to a calculated point,
35. N15°20'34"E, a distance of 221.18 feet to a calculated point,
36. N59°26'25"E, a distance of 191.36 feet to a calculated point,
37. N46°59'03"W, a distance of 208.94 feet to a calculated point,
38. N09°17'38"W, a distance of 137.48 feet to a calculated point,
39. N21°29'35"E, a disatance of 223.92 feet to a calculated point,
40. N48°34'34"E, a distance of 159.78 feet to a calculated point,
41. S84°36'39"E, a distance of 207.70 feet to a calculated point,
42. S65°21'32"E, a distance of 267.35 feet to a calculated point,
43. S57°18'03"E, a distance of 280.26 feet to a calculated point,
44. S85°42'10"E, a distance of 372.68 feet to a calculated point, and
45. N24°28'09"E, a distance of 283.08 feet to a capped iron rod found, in a northern boundary line of the said remainder of 723.330 acre tract, also being the southern boundary line of that certain 4.487 acre tract conveyed to J.J. Collins Family, LTD, in Document Number 201500776, of the Official Public Records of Bastrop County, Texas,

THENCE, with the common boundary line of said 4.487 acre tract, and said remainder of 723.330 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S43°23'08"E, a distance of 292.58 feet to a capped ½" iron rod found,
2. S60°16'26"E, a distance of 286.24 feet to a capped ½" iron rod found, and
3. N36°45'58"E, a distance of 474.11 feet to a capped ½" iron rod found, for the easternmost corner of said 4.487 acre tract, also being the southernmost southeastern corner of that certain 17.000 acre tract conveyed to J.J. Collins Family, LTD, in Document Number 201500777, of the Official Public Records of Bastrop County, Texas, ,

THENCE, with the common boundary line of said 17.000 acre tract, and said remainder of 723.330 acre tract, the following five (5) courses and distances, numbered 1 through 5,

1. N25°26'19"E, a distance of 367.29 feet to a capped ½" iron rod found,
2. N25°39'51"W, a distance of 242.36 feet to a capped ½" iron rod found,
3. N04°57'11"W, a distance of 153.93 feet to a capped ½" iron rod found,
4. N30°19'51"E, a distance of 109.73 feet to a capped ½" iron rod found, and
5. N19°23'14"W, a distance of 137.45 feet to a capped ½" iron rod found, for the northernmost northeastern corner of said 17.000 acre tract, also being the southernmost southeastern corner of that certain 18.928 acre tract conveyed to J.J. Collins Family, LTD, in Volume 2190, Page 461 (O.R.B.C.TX.), ,

THENCE, with the common boundary line of said 18.928 acre tract, and said remainder of 723.330 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. N52°42'36"E, a distance of 119.92 feet to a capped ½" iron rod found,
2. N17°25'22"W, a distance of 346.69 feet to a capped ½" iron rod found,
3. N06°52'44"E, a distance of 53.57 feet to a capped ½" iron rod found, and
4. N27°59'40"W, a distance of 55.39 feet to a calculated point for the low bank of the Colorado River, also being the northernmost corner of said 18.928 acre tract, and also being a northern corner of said remainder of 723.033 acre tract, and a northern corner of the herein described tract,

THENCE, with the approximate meanders of the low bank of said Colorado River, also being the northern boundary line of said remainder of 723.033 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. N49°30'20"E, a distance of 288.08 feet to a calculated point,
2. N68°22'51"E, a distance of 494.42 feet to a calculated point,
3. S85°42'31"E, a distance of 325.11 feet to a calculated point and
4. S69°27'18"E, a distance of 94.82 feet to a point on the low bank of said Colorado River at the northeastern corner of said remainder of 723.330 acre tract, also being the northwestern corner of a 89.704 acre tract of land conveyed to Julie Salam in Volume 709, Page 379 of the Deed Records of Bastrop County, Texas (D.R.B.C.TX.), for the northeastern corner of the herein described tract,

THENCE, leaving said low bank of the Colorado River and with the western boundary line of said Salam tract and the eastern boundary of said remainder of 723.330 acre tract, S28°25'57"W, a distance of 2695.41 feet to an iron rod found at the western angle point of Lot 28 of Rocking "S" Estates, a subdivision recorded in Cabinet 3, Slide 107B of the P.R.B.C.TX., for an angle point of said remainder of 723.330 acre tract and an angle point of the herein described tract,

THENCE, continuing with the eastern boundary line of said remainder of 723.330 acre tract and the western boundary line of said Rocking "S" Estates, S27°11'03"W, a distance of 2170.98 feet to an iron rod found at the southwestern corner of said Rocking "S" Estates, also being the northwestern corner of a 124.158 acre tract of land conveyed to Beverly Kay Thomas Reid in Volume 991, Page 408 of the D.R.B.C.TX., also being an angle point of the eastern boundary line of said remainder of 723.330 acre, for an angle point of the herein described tract,

THENCE, with the western boundary line of said Reid tract, also being the eastern boundary line of said remainder of 723.330 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. S25°04'50"W, a distance of 276.42 feet calculated point,
2. S34°01'31"W, a distance of 112.38 feet calculated point,
3. S48°37'07"W, a distance of 115.38 feet to a calculated point, and
4. S28°42'02"W, a distance of 1803.15 feet to a concrete monument found at the southwestern corner of said Reid tract, an angle point of said remainder of 723.330 acre tract, also being the northwestern corner of a 28.7 acre tract of land conveyed to M.L. Stanfield in Volume 173, Page 321 of the D.R.B.C.TX. for an angle point of the herein described tract,

THENCE, with the western boundary line of said Stanfield tract and the eastern boundary line of said remainder of 723.330 acre tract, S30°51'20"W, a distance of 1311.89 feet to a calculated point in the approximate centerline of said Moss Branch Creek for the southwestern corner of said Stanfield tract, also being the northwestern corner of a 126.200 acre tract of land conveyed to Hellinic Land & Resources, LLC., in Volume 1799, Page 791, of the D.R.B.C.TX., also being an angle point of said remainder of 723.330 acre tract for an angle point of the herein described tract,

THENCE, with the eastern boundary line of said remainder of 723.330 acre tract, the western boundary of said 126.200 acre tract, S21°16'41"W, a distance of 497.62 feet to a calculated point in the approximate centerline of Fowler Branch Creek, also being the northwestern corner of The Forest at Colorado Crossing, Section One, a subdivision recorded in Cabinet 4, page 18A of the P.R.B.C.TX., for an eastern corner of the herein described tract,

THENCE, with the western boundary line of said The Forest at Colorado Crossing, Section One, and the eastern boundary line of said remainder of 723.330 acre tract, and the eastern boundary line of Moss Branch Cemetery, the following five (5) courses and distances, numbered 1 through 5,

1. S24°25'29"W, a distance of 303.37 feet to a capped iron rod found at the northeastern corner of the Moss Branch Cemetery,
2. S26°08'09"W, a distance of 99.36 feet to an iron rod found on the eastern boundary line of said Moss Branch Cemetery,
3. S28°37'15"W, a distance of 114.73 feet to a capped iron rod found at the southeastern corner of said Moss Branch Cemetery,

4. S34°32'36"W, a distance of 559.80 feet to an iron rod found and
5. S30°20'28"W, a distance of 466.54 feet to a capped ½" iron rod found, also being the southwestern corner of Lot 12 of said The Forest at Colorado Crossing, Section One, also being the northwestern corner of an 18.00 acre tract of land conveyed to Bront L. Bird in Volume 2286, Page 827 of the D.R.B.C.TX., also being an exterior angle point of said remainder of 723.330 acre Double Eagle Estates, Ltd. tract, for an exterior angle point of the herein described tract,

THENCE, with the eastern boundary line of said remainder of 723.330 acre tract, and the western boundary line of said Hobbs tract, the following six (6) courses and distances, numbered 1 through 6,

1. S83°58'55"W, a distance of 56.47 feet to a capped ½" iron rod found,
2. S23°51'11"W, a distance of 201.27 feet to a capped ½" iron rod found,
3. S50°09'09"W, a distance of 171.67 feet to a capped ½" iron rod found,
4. S19°36'58"W, a distance of 523.42 feet to a capped ½" iron rod found,
5. S19°08'17"W, a distance of 371.46 feet to a calculated point, and
6. S20°27'22"W, a distance of 149.68 feet to a capped iron rod found at the northeastern corner of a 11.68 acre tract of land conveyed to Arthur F. Corwin in Volume 166, Page 191 of the D.R.B.C.TX., for the southeastern corner of the herein described tract,

THENCE, with the southern boundary line of said remainder of 723.330 acre tract, and the northern boundary lines of said Corwin tract, a 3.398 acre tract of land conveyed to Rodney French in Volume 2103, page 609, a 1.45 acre tract of land conveyed to Robert J. Muggley in Volume 295, Page 302, a 1.133 acre tract of land conveyed to James and Julie Reese in Volume 1661, Page 574, a 0.886 acre tract of land conveyed to James F. and Alice Hart in Volume 1689, Page 389, and a 0.64 acre tract of land conveyed to Clyde and Carolyn Poldrack in Volume 852, Page 179, N62°43'19"W, a distance of 1053.78 feet to a calculated point for the easternmost corner of a 0.581 acre tract conveyed to Double Eagle Estates in Vol. 1851, Pg. 764, Deed Records of Bastrop County, Texas, also being the northwestern corner of said 0.64 acre tract,

THENCE, with the southeastern boundary line of said 0.581 acre tract, and the southwestern boundary line of said 0.64 acre tract, S36°35'53"W, a distance of 154.66 feet to a calculated point, for the southernmost corner of said 0.581 acre tract, also being the westernmost corner of said 0.64 acre tract and also being in the northerneastern right-of-way line of said Old State Highway No. 71, for a southern corner of the herein described tract,

THENCE, with the southwestern boundary line of said 0.581 acre tract, and the northeastern right-of-way line of said Old State Highway No. 71, N33°25'08"W, a distance of 115.20 feet to a calculated point, at a point of curvature to the left,

THENCE, with said curve to the left having a radius of 1195.98 feet, an arc length of 377.31 feet and whose chord bears N42°27'24"W a distance of 375.74 feet to the **POINT OF BEGINNING**, and containing 382.755 acres of land.

Surveyed by: _____ 20 Sept 2016

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Phone: 512-280-5160 Fax: 512-280-5165

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

Bearing Basis: Deed recorded in Volume 1727, Page 637 of the Deed Records of Bastrop County, Texas,

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/18/2018 12:16 PM
FEE: $198.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
MISCELLANEOUS 201807118

DOUBLE EAGLE RANCH

COMMUNITY MANUAL

Bastrop County, Texas

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community (the "**Association**"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 3rd day of May, 2018.

Josh McKay, Secretary

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this 3rd day of May, 2018, by Josh McKay, the Secretary of DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community, on behalf of said corporation.

[SEAL]

MICHELLE A. JOHNSON
NOTARY PUBLIC
ID# 57128-7
State of Texas
Comm. Exp. 01-21-2019

Notary Public Signature

Cross-reference to Double Eagle Ranch Master Covenant recorded under Document No. **201807093**, Official Public Records of Bastrop County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Documents (as defined in the Master Covenant) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

TABLE OF CONTENTS

1.	CERTIFICATE OF FORMATION	ATTACHMENT 1
2.	ASSUMED NAME CERTIFICATE	ATTACHMENT 2
3.	BYLAWS	ATTACHMENT 3
4.	FINE AND ENFORCEMENT POLICY	ATTACHMENT 4
5.	ASSESSMENT COLLECTION POLICY	ATTACHMENT 5
6.	RECORDS INSPECTION, COPYING AND RETENTION POLICY	ATTACHMENT 6
7.	STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNANCE DOCUMENTS	ATTACHMENT 7

ATTACHMENT 1

CERTIFICATE OF FORMATION

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

November 14, 2017

Attn: Armbrust & Brown, PLLC

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701 USA

RE: DER Residential Community, Inc.
File Number: 802859918

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at http://window.state.tx.us/taxinfo/exempt/index.html. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

DER Residential Community, Inc.
File Number: 802859918

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/14/2017

Effective: 11/14/2017

Rolando B. Pablos
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the Secretary of State of Texas
Filing #: 802859918 11/14/2017
Document #: 773738370002
Image Generated Electronically for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

DER Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
John S. Lloyd

C. The business address of the registered agent and the registered office address is:

Street Address:
4720-4 Rockcliff Road Austin TX 78746

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **John S. Lloyd** Title: **Director**
Address: **4720-4 Rockcliff Road Austin TX, USA 78746**

Director 2: **Josh McKay** Title: **Director**
Address: **4720-4 Rockcliff Road Austin TX, USA 78746**

Director 3: **Jennifer Goodrum** Title: **Director**
Address: **4720-4 Rockcliff Road Austin TX, USA 78746**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed

for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Double Eagle Ranch Master Covenant, to be recorded in the Official Public Records of Bastrop County, Texas (as the same may be amended from time to time, the "Covenant"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

Supplemental Provisions / Information

ARTICLE 6 - MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7 - VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant. No owner, other than the Declarant under the Covenant, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

ARTICLE 8 - LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association

for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE 9 - INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE 10 - DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11 - ACTION WITHOUT MEETING

To the fullest extent permitted by applicable law, any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Covenant or this Certificate of Formation.

ARTICLE 12 - AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submittedto the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

ATTACHMENT 2

ASSUMED NAME CERTIFICATE

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

November 14, 2017

Armbrust & Brown, PLLC

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701 USA

RE: DER Residential Community, Inc.
File Number: 802859918

Assumed Name:
Double Eagle Ranch Residential Community

File Date: 11/14/2017

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office address in Texas and its principal office address is not located in Texas, the assumed name certificate is required to be filed in the county in which the registered office address is located. If the entity is not required by law to maintain a registered office address, please refer to Section 71.103 of the Texas Business and Commerce Code for the appropriate place of filing.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

DER Residential Community, Inc.
File Number: 802859918
Assumed Name:
Double Eagle Ranch Residential Community

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 11/14/2017

Effective: 11/14/2017

Rolando B. Pablos
Secretary of State

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 802859918 11/14/2017
Document #: 773970200002
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Double Eagle Ranch Residential Community

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

DER Residential Community, Inc.

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:
4720-4 Rockcliff Road, Austin, TX, USA 78746

4. The period, not to exceed 10 years, during which the assumed name will be used is :
11/14/2027

5. The entity is a : **Domestic Nonprofit Corporation**

6. The entity's principal office address is:

4720-4 Rockcliff Road, Austin, TX, USA 78746

7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

DER Residential Community, Inc.

Name of the entity

By: John S. Lloyd, Director

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

FILING OFFICE COPY

ATTACHMENT 3

BYLAWS
OF
DER RESIDENTIAL COMMUNITY, INC.
[d/b/a Double Eagle Ranch Residential Community]

ARTICLE I
INTRODUCTION

The name of the corporation is DER Residential Community, Inc., a Texas corporation doing business as Double Eagle Ranch Residential Community, hereinafter referred to as the "**Association.**" The principal office of the Association shall be located initially in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Double Eagle Ranch Master Covenant, recorded in the Official Public Records of Bastrop County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Covenant.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Covenant.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor

more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Covenant, the presence of the Members representing ten (10%) of the total votes in the Association shall constitute a quorum at all Association meetings.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Covenant, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot, such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy

shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."***

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access

to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

Section 3.12. Recount of Votes. Any Member may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Member requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

(a) Vote Tabulator. At the expense of the Member requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(b) Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount to the extent such costs were previously paid by the Member to the Association. The Association shall provide the results of the recount to each Member who requested the recount.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by the Board. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) Within one hundred and twenty (120) days after seventy-five percent (75%) of the maximum number of Lots that may be subjected to the terms and provisions of the Covenant have been conveyed to Owners other than Declarant, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**First Member Elected Director**"). Declarant will continue to appoint and remove two-thirds (2/3) of the Board members after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's term will expire as of the date of the "Member Election Meeting" (as defined below)

(c) Upon expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant-appointed Directors will resign and the Members, including Declarant, will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this Section 4.1(c), his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by the Members, which elected such Director.

Section 4.6. Eligibility for Board Membership. With the exception of Board member positions appointed by the Declarant as permitted by the Covenant, the Association may not restrict an Owner's right to run for a position on the Board.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.2. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.3. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.4. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive

session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.6. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.7. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.8. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; **or** (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.9. Meeting without Prior Notice. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to the Members if each Board member may hear and be heard, and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to the Members pursuant to Section 5.8 above consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; or (h) a suspension of a right of a particular Owner before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue.

Section 5.10. Telephone and Electronic Meetings. Any action permitted to be taken by the Board without prior notice to Owners may be taken by telephone or electronic methods by means of which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.11. Consent in Writing. Any action permitted to be taken by the Board by unanimous written consent occurs if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote of the Directors.

Section 5.12. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting, except with respect to: (a) adopting or amending the Documents; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

(a) adopt and publish the Rules;

(b) suspend the right of a Member to use of the Common Area during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Covenant, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Covenant; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Covenant or by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Duties. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

ARTICLE XI
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII
AMENDMENTS

Section 12.1. These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

Section 12.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director and Officer and committee member of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ATTACHMENT 4

DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY
FINE AND ENFORCEMENT POLICY

1. Background. Double Eagle Ranch community is subject to that certain Double Eagle Ranch Master Covenant recorded in the Official Public Records of Bastrop County, Texas, as amended ("**Covenant**"). In accordance with the Covenant, DER Residential Community, Inc., a Texas corporation doing business as Double Eagle Ranch Residential Community (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate,

the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:

   a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.

   b. Repeat Violation. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.

   c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days' advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement

noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.

8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to purse such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:	Fine Amount:
1st Notice	**Warning**
2nd Notice	**$25.00**
3rd Notice	**$50.00**
4th Notice	**$100.00**
Each Subsequent Notice:	**$125.00**

Repeat Violation:

1st Notice	**$50.00**
2nd Notice	**$75.00**
3rd Notice	**$100.00**
4th Notice	**$125.00**
Each Subsequent Notice:	**$150.00**

Continuous Violation:

Final Notice	**Amount TBD**

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by_____ from the penalties imposed by the Association for violation of the Documents.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. **Resolution:**

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 5

DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY
ASSESSMENT COLLECTION POLICY

Double Eagle Ranch is a community (the "**Community**") created by and subject to the Double Eagle Ranch Master Covenant recorded in the Official Public Records of Bastrop County, Texas, and any amendments or supplements thereto ("**Covenant**"). The operation of the Community is vested in DER Residential Community, Inc., a Texas corporation doing business as Double Eagle Ranch Residential Community (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Covenant.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice and Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed

delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 6

DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Double Eagle Ranch Master Covenant recorded in the Official Public Records of Bastrop County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and can not be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2017, and the retention period is five (5) years, the retention period begins on December 31, 2017 and ends on December 31, 2022. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in

subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 7

DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Double Eagle Ranch Master Covenant recorded in the Official Public Records of Bastrop County, Texas, as amended (the "**Covenant**").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Covenant or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Covenant as the "Documents."

2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents.** The Association shall make all of the Documents relating to the Association or Development available on a website if the Association, or a management company on behalf of the Association, maintains a publicly accessible website.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/18/2018 1:12 PM
FEE: $70.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 201807128

DOUBLE EAGLE RANCH

DESIGN GUIDELINES

Bastrop County, Texas

Adopted By:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of May, 2018 by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

(seal) KEVIN M FLAHIVE NOTARY PUBLIC ID# 12978191-2 State of Texas Comm. Exp. 04-11-2022

_____
Notary Public, State of Texas

Adopted by DE Development, Inc., a Texas corporation, in accordance with *Section 6.04(b)* of the Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas (as amended, the "Covenant"). In accordance with *Section 6.04(b)* of the Covenant, these Design Guidelines may be amended from time to time by the Architectural Reviewer. All prior versions of these Design Guidelines, if any, are hereby amended, restated and replaced in their entirety.

Introduction

Any notice or information required to be submitted to the Architectural Reviewer under these Design Guidelines must be submitted to the Architectural Reviewer, Attn: John S. Lloyd, Email: jslloyd@me.com, Phone: (512) 328-0860.

Background

Double Eagle Ranch is a master planned community located in Bastrop County, Texas (the "**Community**"). The community is subject to the terms and provisions of the Double Eagle Ranch Master Covenant, recorded in the Official Public Records of Bastrop County, Texas (the "**Covenant**"), and a Development Area Declaration for each particular Development Area (a "**Development Area Declaration**"). The Covenant and each Development Area Declaration include provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of the Community.

Architectural Reviewer and Review Authority

Article 6 of the Covenant includes procedures and criteria for the construction of Improvements within the Community. The Covenant provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and no Improvements may be constructed without the prior written approval of the Architectural Reviewer.

Until expiration or termination of the Development Period, the Architectural Reviewer is DE Development, Inc., a Texas corporation ("**Declarant**"). As provided in Article 6 of the Covenant, Declarant has a substantial interest in ensuring that Improvements within the Community maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the community, and as a consequence thereof, the Architectural Reviewer acts solely in Declarant's interest and must owe no duty to any other Owner or DER Residential Community, Inc., a Texas corporation doing business as Double Eagle Ranch Residential Community (the "**Association**").

Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within the Community. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot within the Community. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Architectural Reviewer for approval. Furthermore, approval by the Architectural Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Architectural Reviewer.

The Architectural Reviewer bears no responsibility for ensuring plans submitted to the Architectural Reviewer comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

Interpretation

In the event of any conflict between these Design Guidelines and the Covenant or an applicable Development Area Declaration, the Covenant and the Development Area Declaration shall control (in that order). Capitalized terms used in these Design Guidelines and not otherwise defined in this document have the same meaning as set forth in the Covenant.

Amendments

The Architectural Reviewer may amend these Design Guidelines. All amendments become effective upon recordation in the Official Public Records of Bastrop County, Texas. Amendments will not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that he has the most current edition of the Design Guidelines and every amendment thereto.

Architectural Review Process

Submittals

Unless otherwise provided in the Covenant, requests for approval of proposed construction, landscaping, or exterior modifications must be made by submitting the following information (collectively, the "**Submittal**") to the Architectural Reviewer via email in PDF formatted electronic files:

1. A site plan showing the location of all proposed and existing structures on the lot and in the right-of-way, as well as identifying building setbacks, driveways, walkways and street lights;
2. A foundation plan;
3. A floor plan;
4. Exterior elevations of all proposed structures and alterations to existing structures;
5. Specifications of materials, color scheme, lighting scheme, and other details affecting the exterior appearance of all proposed structures and alterations to existing structures (the Architectural Reviewer may require samples of all materials); and
6. Landscaping and grading plans.

A master submittal containing the above-described information may be submitted for approval in lieu of individual Submittals for each lot. So long as all structures are in substantial conformity with the master submittal, no further submission is required.

Timing

The Architectural Reviewer will attempt to review all applications and submittals within thirty (30) days following submission to the Architectural Reviewer; provided, however, that such thirty (30) day period will not begin to run until all information required to be submitted by the Architectural Reviewer to assist in its review of any plans or specifications has been received by the Architectural Reviewer. Please allow at least thirty (30) days prior to installation or construction for the Architectural Reviewer to review the

related applications. If no response is provided within thirty (30) days, the application will be deemed disapproved.

Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines and all requirements imposed by the Architectural Reviewer as a condition of approval.

Inspection

Upon completion of all approved work, the Owner must notify the Architectural Reviewer. The Architectural Reviewer may inspect the work at any time to verify conformance with the approved submittals.

Architectural and Aesthetic Standards

Aesthetic Appeal

The Architectural Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Architectural Reviewer regarding matters of design or aesthetics must not be deemed to have set a precedent if the Architectural Reviewer determines that the repetition of such actions would have any adverse effect on the community.

Plan Repetition

The Architectural Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Architectural Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other. For Example:

- *Plan can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*

Plan A	Plan B	Plan C	Plan A
Plan D	Plan E	Plan F	Plan B

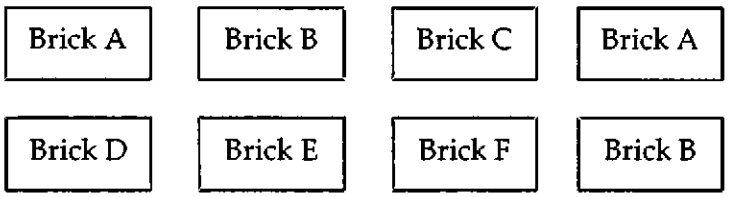
- *Across the Street: Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above: Plan B).*

Brick Color and Masonry Stone Repetition

The Architectural Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on

which the brick or masonry is proposed. The Architectural Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other. For Example:

- *Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).*

Building Materials

See applicable Development Area Declaration.

Masonry Requirements

See applicable Development Area Declaration.

Minimum Square Footage

See applicable Development Area Declaration.

Siting / Setbacks

See applicable Development Area Declaration.

Temporary / Accessory Structures

No tent, shack, or other temporary building or structure may be placed within the Community without the prior written approval of the Architectural Reviewer.

Prohibited Elements

The following architectural elements are prohibited within the Community unless expressly approved in writing by the Architectural Reviewer:

Roofs

- Excessively pitched roofs.
- Mansard, gambrel or chalet roofs.
- Flat roofs.
- Roofs that are too steep or too shallow for the style of the home,
- Shed roofs except as incidental to the main roof.

Design Elements

- Unnecessarily prominent chimneys and other roof penetrations.
- Vents or skylights facing the street.
- White or bubble skylights.
- Mirrored glass.

Materials and Colors

- Wood siding (wood siding accents may be permitted if approved by the Architectural Reviewer).
- Cultured stone.
- Aggregate driveways.
- Gray brick.

Building Height

See applicable Development Area Declaration.

Foundation

Unless otherwise approved in advance by the Architectural Reviewer, no foundation may be exposed in excess of twelve inches (12") on front elevations or thirty inches (30") on any other elevation. No party may use substantial backfill around the foundation creating unnatural finished grade conditions as a means to reduce exposed foundation sides. Masonry planters may also be used in front of exposed foundations to visually screen the foundation. These planters must be of matching or compatible building material.

Patios

No patio, porch or other cover or awning may be erected, placed, installed or constructed upon any Lot by any party other than Declarant and any Homebuilder if approved by Declarant, without the prior consent of the Architectural Reviewer. Every such item must be compatible with the residence to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such outbuildings must be consistent with the existing paint and roofing materials of the residence, or as otherwise approved by the Architectural Reviewer.

Gazebos / Porches

No gazebo, arbor, porch or other free standing or attached structure of any nature may be erected, placed, installed or constructed upon any Lot by any party other than Declarant and any Homebuilder if approved by Declarant, without the prior consent of the Architectural Reviewer. Every such item must be compatible with the residence to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such outbuildings must be consistent with the existing paint and roofing materials of the residence, or as otherwise approved by the Architectural Reviewer. All gazebos and arbors must have natural stain preservative. No such structure may (i) be taller than twenty feet (20'), (ii) be more than three hundred square feet (300 sf), or (iii) be located within any easement or building setback.

Roofs and Chimneys

The pitch of the primary roofing surface, excluding accessory porches, must be a minimum of a four (4) to twelve (12) roof pitch and a maximum of fourteen (14) to twelve (12). Accent roofs and roofs over rear porches may be three (3) to twelve (12). The pitch, color and composition of all roof materials must be approved in writing by Architectural Reviewer. Roof vents and other penetrations must be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Architectural Reviewer. Chimneys must be constructed of one-hundred percent (100%) masonry. Only brick, stucco and natural stone shall be considered masonry for purposes of this provision.

Driveways

The design, composition and location of all driveways must be approved in advance by the Architectural Reviewer.

Driveways must be constructed of concrete with a broom finish. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the street and property line as wells as the driveway area between the property line and the garage.

Garages

All garages must be approved in advance of construction by the Architectural Reviewer. No detached garages or servant's quarters shall be permitted without the prior written approval of the Architectural Reviewer.

Exterior Lighting

All exterior illumination must be approved in advance of installation by the Architectural Reviewer.

Exterior lighting must be kept to a minimum, but consistent with good security practices.

No exterior light whose direct source is visible from a street or neighboring Lot or which produces excessive glare to pedestrian or vehicular traffic may be allowed.

Use of other than white or color-corrected high intensity lamps and exterior lights shall not be allowed. Holiday lighting is an exception; however, all holiday lighting must be removed within thirty (30) days after the holiday. Sodium, mercury vapor, or bare HID yard lights are not allowed.

Miscellaneous

Septic Systems

All on-site septic facilities shall be designed, permitted, installed and operated in conformance with applicable Bastrop County regulations.

Propane Tanks

See applicable Development Area Declaration.

HVAC Screening

See applicable Development Area Declaration.

Signage

See applicable Development Area Declaration.

Landscape Guidelines

Detailed landscape plans for each Lot may be submitted to the Architectural Reviewer for consideration after construction of the primary residence thereon has begun, so long as such submission occurs at least ninety (90) days before completion of the residence. Upon written request, however, the Architectural Reviewer may waive the requirement of landscape plans for any Lot if the Homebuilder uses plans previously approved by the Architectural Reviewer for another Lot. There must be no revisions made to approved plans without submission to, and approval by, the Architectural Reviewer of the revised plans.

Native vegetative areas may exist on up to fifty percent (50%) of the rear of a Lot (i.e., the rear and side yard areas behind a fence) and, once designated, must remain undisturbed, except as otherwise provided herein ("**Native Areas**"); provided, however, that Native Areas may not be located closer than thirty feet (30') to the residence on a Lot. Native Areas must be depicted on the detailed landscape plan for a Lot. All portions of a Lot other than those containing Native Areas or Improvements are hereinafter referred to as "**Yard Areas.**"

Native Areas are permitted in the front and side yard of a Lot when retaining an existing tree or existing trees. These Native Areas shall be mulched. Otherwise, one hundred percent (100%) of the front and side yards of a Lot shall be Bermuda or Zoysia sod, plants, or a combination thereof. Yard Areas in the front of the Lot must contain at least two (2) new planted trees, each of which must be at least three inches (3") in diameter, and at least ten (10) shrubs sized five (5) gallons or more.

All landscaping located on a Lot must be properly maintained at all times by the Owner. Each Owner must keep all shrubs, trees, grass, and plantings of every kind, excluding those located within the Native Areas, on his Lot cultivated and pruned. All portions of a Lot must be kept free of trash and other unsightly material. All Improvements upon a Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner. Declarant, the Association, and the Architectural Reviewer have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any Improvements in need thereof, and to charge the cost thereof to the Owner.

Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Architectural Reviewer of any such garden and must follow applicable requirements as to size of the Lot, visibility of the Lot from other Lots, streets or common areas, and such other matters as the Architectural Reviewer may specify in any written approval.

Landscape plans must include structural or vegetative screening for above ground utility connections visible from any street or adjacent properties.

The Architectural Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

Hardscape elements in the landscaping must be in scale with the residence and associated structures. Sculptures and fountains are subject to approval by the Architectural Reviewer.

Notwithstanding any requirements to the contrary, Owners must comply with all applicable governmentally imposed water use restrictions and must be granted appropriate relief from any specific requirement set forth in these Design Guidelines that cannot reasonably be complied with, as determined by the Architectural Reviewer, as a result of such water use restrictions.

Drainage

Responsibility for proper site drainage rests with the Owner. There must be no interference with the established drainage patterns, except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Architectural Reviewer. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

Gates, Fences and Retaining Walls

The height, location, design and color of gates, fences and retaining walls must be approved by the Architectural Reviewer.

The construction of a perimeter fence on each Lot is optional, at the discretion of the Owner of the Lot. If the Owner of a Lot elects to construct a perimeter fence on the Lot, said fence must be constructed and maintained in accordance with the terms of this provision. All fences and walls must comply with applicable municipal or governmental requirements and the requirements of the applicable Development Area Declaration. No fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices; and provided further, no fence shall be less than five feet (5') behind the front of the residence on any Lot. Fences constructed on corner lots may be erected one foot (1') from the sidewalk and/or curb for the side yard as long as such fencing complies with applicable municipal or governmental requirements and the requirements of the applicable Development Area Declaration. All perimeter fences must be constructed of wrought iron or such other material as the Architectural Reviewer may approve, except for retaining walls or decorative walls approved by the Architectural Reviewer. All perimeter fences must be six feet (6') in height unless another height is approved by the Architectural Reviewer but, in any event, no such fence may be less than four feet (4') in height or greater than eight feet (8') in height. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent Lots will be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence must be maintained by the Owners whose Lots are involved jointly with expenses being shared equally. Notwithstanding the foregoing, the Architectural Reviewer has the right and authority to approve variances of fencing height, material and/or location for reasonable cause or to alleviate hardship as determined in the sole judgment of the Architectural Reviewer; provided, however,

the Architectural Reviewer may not approve a variance which contradicts municipal zoning and/or subdivision ordinances unless the municipality has previously approved the variance. Decorative fencing may be allowed on the Lots in accordance with regulations established by the Architectural Reviewer. On Lots that back up to a creek or other water feature, including water quality and water detention features, the property line facing the creek or water feature shall be improved with an "Ornamental Metal" fence of a nature, material, color and height established by the Architectural Reviewer, and must be constructed by the Owner or Homebuilder within sixty (60) days from the date the residence on the Lot is completed or occupied, whichever occurs first. On Lots facing the creek or water feature whose terrain will not allow the fence along the property line, the fencing must be located along a line established by the Architectural Reviewer at a location above the lower terrain grade that would allow the safe and effective construction of the fence. Any such line shall be deemed an exception to any fence location requirements or setback requirements herein.

Pool Plans

No pool or deck of any nature may be erected, placed, installed or constructed upon any Lot by any party other than Declarant and any Homebuilder if approved by Declarant, without the prior consent of the Architectural Reviewer.

Swimming pools must be in-ground (above-ground pools are prohibited), or a balanced cut and fill, and must be designed to be compatible with the Lot and the residence.

The following rules apply to such Improvements:

a. In-Ground Pool. Each in ground pool must be surrounded by a six foot (6') privacy fence (which must meet all governmental regulations for safety) and have self-closing gates, must be five feet (5') from fence and property line, must not occupy more than two-thirds (2/3) of the back yard, and cannot be in a public utility easement or building setbacks.

b. Masonry Pools. No non-masonry pools shall be located on any Lot.

c. Decks. Each Deck must be five feet from fence and property line, not be located in any easement, and be constructed of wood, or other material approved by the Architectural Reviewer, and if wood finished with a natural stain or preservative only.

d. Drainage. Pools shall be constructed and located so that they do not affect, change or interfere with the natural drainage of any Lot and do not increase any drainage onto any other Lot. Prior to the construction of a pool, the Architectural Reviewer must be provided a written certification form the pool contractor or engineer that the location and construction of the pool will not affect, change or interfere with the natural drainage.

Playscapes and Sport Courts

Outdoor playscapes and sport courts, such as basketball goals, playscapes, swing sets and sport courts, of a permanent nature may not be placed on any street or on any Lot in the Community between the street right-of-way and the front of a residence or within any building setback or any easement, and must be approved by the Architectural Reviewer. Temporary facilities may be placed, utilized and removed from

view from the street during the course of a day. All playscapes and sport courts must (i) be no taller than twelve feet (12') at its highest point, (ii) if applicable, have only canopies with solid, neutral colors, (iii) be at least five feet (5') from each fence and/or fifteen feet (15') from each property line, (iv) not be located forward of the rear elevation of the residence, (v) be located in the rear yard only at a distance of not less than thirty feet (30') from side and rear property lines, and (vi) not be in any easement of or building setback.

Sport Courts may not be lighted or enclosed with netting. Tennis courts and batting cages are not permitted.

Construction Regulations

The following restrictions apply to all construction activities within the Community. Periodic inspections by a representative of the Architectural Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines may be levied.

Security

Neither the Architectural Reviewer, the Association, nor the Declarant are responsible for the security of job sites during construction.

Noise, Animals, Children

No noise or other nuisance may be permitted to exist or operate within any portion of the Community so as to be offensive or detrimental to any other portion of the Community or to its occupants. The use of radios and tape, CD and MP3 players must be restrained so as not to be heard on an adjoining Lot or street.

Contractors and subcontractors may not bring dogs or children under 16 years of age to construction sites.

Material and Equipment Storage

Any storage of materials or equipment must be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

Site Cleanliness

During the construction period, each construction site must be kept neat and must be properly policed to prevent it from becoming an eyesore.

Owners must provide a container/trash bin for debris and must clean up all trash and debris on the construction site on a daily basis. Trash and debris must be removed from each construction site on a timely basis. Lightweight material, packaging and other items must be covered or weighted down to prevent wind from blowing such materials off the construction site.

The dumping, burying or burning of trash is not permitted anywhere in the Community.

It is imperative that, when moving heavy equipment around, precautions be taken to prevent damage to pavement, curbs, and vegetation. Crawler tractors are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off site must be cleaned on a daily basis.

Sanitary Facilities

During construction, a temporary sanitary facility (chemical toilet) must be provided and maintained for the use of construction workers.

Construction Parking

Construction crews must not park on, or otherwise use, other Lots. No construction vehicle may be permitted to leak oil or otherwise damage or deface any street located within the community.

Schedule of Fines

Periodic inspections by a representative of the Architectural Reviewer may take place in order to identify non-complying construction activities. Listed below is the schedule of fines which may be assessed.

Schedule of Fines

Premature Clearing	$500
Construction Without Architectural Reviewer Approval	$500
Encroachment on Adjacent Properties	$500 plus cost of repair
Violation of Rules, Restriction or Guidelines	$250/day

Duration of Construction

A residence must be complete and available for occupancy on or before eighteen (18) months after the start of construction.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/18/2018 2:40 PM
FEE: $34.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 201807135

DOUBLE EAGLE RANCH

NOTICE OF APPLICABILITY

[SECTION 1]

Bastrop County, Texas

Declarant: **DE DEVELOPMENT, INC.**, a Texas corporation

Cross reference to the Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, in the Official Public Records of Bastrop County, Texas.

NOTICE OF APPLICABILITY OF DOUBLE EAGLE RANCH MASTER COVENANT

This Notice of Applicability of Double Eagle Ranch Master Covenant is made and executed by **DE DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 1 through 38, 41, 42 and 70, Block A, Lots 1 through 23, Block C, and Lots 1 through 3, DOUBLE EAGLE RANCH, SECTION 1, a subdivision located in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet #6, Pages 102-A, 102-B and 103-A, Plat Records of Bastrop County, Texas (the "**Development Area**"). Pursuant to that certain Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas (the "**Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Covenant (the "**Property**"), upon the filing of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Property Incorporated Into Development**. The provisions of the Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

3. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Bastrop County, Texas.

DECLARANT:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of May, 2018, by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

KEVIN M FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2022

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/18/2018 3:55 PM
FEE: $38.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
CERTIFICATE 201807143

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community (the "**Association**"), and that:

Attached hereto as Exhibit "1" and made a part hereof is a true and correct copy of the Adoption of Working Capital Assessment adopted by the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 3rd day of May, 2018.

Josh McKay, Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this 3rd day of May, 2018, by Josh McKay, Secretary of DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

[SEAL]

Notary Public Signature

MICHELLE A. JOHNSON
NOTARY PUBLIC
ID# 57128-7
State of Texas
Comm. Exp. 01-21-2019

EXHIBIT "1"

DER RESIDENTIAL COMMUNITY, INC.
[d/b/a Double Eagle Ranch Residential Community]

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors of DER Residential Community, Inc., a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community (the "**Association**"), do hereby adopt, pursuant to Section 22.220(a) of the Texas Business Organizations Code and the Bylaws of the Association, and in lieu of the holding a special meeting of the Board of Directors, the following resolution:

ADOPTION OF WORKING CAPITAL ASSESSMENT

RESOLVED, that the undersigned Directors hereby adopt the Working Capital Assessment attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective the 3rd day of May, 2018.

John S. Lloyd, Director

Jennifer Goodrum, Director

Josh McKay, Director

EXHIBIT "A"

DOUBLE EAGLE RANCH

ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross reference to *Section 5.14* of that certain Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas.

DOUBLE EAGLE RANCH RESIDENTIAL COMMUNITY
WORKING CAPITAL ASSESSMENT

Pursuant to *Section 5.14* of that certain Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas (as amended, the "**Covenant**"), **DER RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation doing business as Double Eagle Ranch Residential Community and the homeowners association established pursuant to the Covenant (the "**Association**"), hereby adopts a working capital Assessment in the amount of **Two Hundred Fifty and No/100 Dollars ($250.00)** (the "**Working Capital Assessment**"). The Working Capital assessment is payable to the Association at the time a Lot is conveyed to each Owner, other than: (i) the Declarant; (ii) a Homebuilder; or (iii) a Residential Developer; provided, however, that the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. While an Owner who is a Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment, the Working Capital Assessment will be payable by any Owner who acquires a Residential Lot from a Homebuilder or Residential Developer or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Covenant.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
5/21/2018 8:01 AM
FEE: $134.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 201807155

DOUBLE EAGLE RANCH

DEVELOPMENT AREA DECLARATION

[SECTION 1]

Bastrop County, Texas

Declarant: **DE DEVELOPMENT, INC.**, a Texas corporation

Cross reference to Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas, and to Double Eagle Ranch Notice of Applicability of Master Covenant [Section 1], recorded as Document No. 201807135, Official Public Records of Bastrop County, Texas.

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 2

ARTICLE 2 USE RESTRICTIONS 2

2.01 Use Restrictions 2
2.02 Subdividing 3
2.03 Hazardous Activities 3
2.04 Insurance Rates 3
2.05 Mining and Drilling 3
2.06 Noise 3
2.07 Animals - Household Pets 4
2.08 Rubbish and Debris 4
2.09 Maintenance 4
2.10 Antennae 5
2.11 Location of Permitted Antennas 6
2.12 Signs 6
2.13 Tanks 7
2.14 Barbecue Grills 7
2.15 Clotheslines; Awnings 7
2.16 Temporary Structures 8
2.17 Unsightly Articles; Vehicles 8
2.18 Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles 9
2.19 Basketball Goals; Permanent and Portable 9
2.20 Recreational Courts and Playscapes 9
2.21 Liability of Owners for Damage to Common Area and Special Common Area 9
2.22 Flags – Approval Requirements 9
2.23 Flags – Installation and Display 10
2.24 Rentals 10
2.25 Trash Containers 11
2.26 Maintenance of Septic Systems and Other Sewage Treatment Facilities 11
2.27 No Warranty of Enforceability 11
2.28 Release and Indemnity 11

ARTICLE 3 CONSTRUCTION RESTRICTIONS 12

3.01 Construction of Improvements 12
3.02 Alteration or Removal of Improvements 12
3.03 Building Materials 12
3.04 Masonry Requirements; Foundation Shielding 13
3.05 Roofing 13
3.06 Minimum Square Footage 14
3.07 Building Height 14

3.08 Setback Requirements 14
3.09 Garages 14
3.10 HVAC Location 15
3.11 Fences 15
3.12 Driveways 15
3.13 Drainage 15
3.14 Landscaping 16
3.15 Xeriscaping 16
3.16 Retaining Walls 17
3.17 Sight Distance at Intersection 17
3.18 Protection of Existing Trees 17
3.19 Construction Activities 18
3.20 Concrete Truck Clean-Out Site 18
3.21 Solar Energy Device 18
3.22 Rainwater Harvesting Systems 20
3.23 Utility Lines 21

ARTICLE 4 DEVELOPMENT 21

4.01 Addition of Land 21
4.02 Withdrawal of Land 22

ARTICLE 5 GENERAL PROVISIONS 22

5.01 Term 22
5.02 Amendment 22
5.03 Notices 23
5.04 Interpretation 23
5.05 Gender 23
5.06 Assignment of Declarant's Rights 23
5.07 Enforcement and Nonwaiver 23
5.08 Construction 24

DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
DOUBLE EAGLE RANCH
[SECTION 1]

This Double Eagle Ranch Development Area Declaration of Covenants, Conditions and Restrictions [Section 1] (this "**Development Area Declaration**") is made by **DE DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS

A. This Development Area Declaration is filed with respect to Lots 1 through 38, 41, 42 and 70, Block A, Lots 1 through 23, Block C, and Lots 1 through 3, DOUBLE EAGLE RANCH, SECTION 1, a subdivision located in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet #6, Pages 102-A, 102-B and 103-A, Plat Records of Bastrop County, Texas (the "**Development Area**").

B. Pursuant to that certain Double Eagle Ranch Notice of Applicability of Master Covenant [Section 1], recorded as Document No. 201807135, Official Public Records of Bastrop County, Texas, the Development Area is subject to the terms and provisions of that certain Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas (the "**Covenant**").

C. Declarant intends for this Development Area Declaration to serve as one of the "Development Area Declarations" permitted under the Covenant and desires that the Development Area described and identified in Recital A hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning ascribed to such terms in the Covenant.

ARTICLE 2
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 **Use Restrictions**. The Development Area shall be used solely for single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, and the Board after expiration or termination of the Development Period, which consent may be withheld by the Declarant or the Board, as applicable, in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "**business**" and "**trade**", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

2.02 **Subdividing**. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Reviewer.

2.03 **Hazardous Activities**. No activities may be conducted on or within the Development Area and no Improvements constructed on any portion of the Development Area which, in the opinion of the Declarant during the Development Period, and the Board thereafter, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Declarant during the Development Period, and Board thereafter, and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.04 **Insurance Rates**. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Special Common Area, or the Improvements located thereon, without the prior written approval of the Declarant during the Development Period and Board thereafter.

2.05 **Mining and Drilling**. No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Architectural Reviewer which are required to provide water to all or any portion of the Property or the Development. All water wells shall also be approved in advance by any applicable regulatory authority.

2.06 **Noise**. Except as otherwise provided herein, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes or residential outdoor speakers) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to

terminate such noise (including silencing any burglar or break-in alarm). Residential outdoor speakers are only permitted within the rear yard of each Lot and placed in such a manner so as to minimize their effect upon any other portion of the Property or its occupants and the operation thereof shall be specifically subject to this Section. The "**rear yard**" for the purposes of this provision means the yard area in the rear or posterior to the residence constructed on the Lot. In the event of any dispute regarding what portion of the Lot constitutes the rear yard, the opinion of the Architectural Reviewer will be final, binding and conclusive.

2.07 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of the people or other animals. No animal may be kept, bred or maintained for any commercial purpose or for food. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no animal will be allowed within the Development Area other than on the Lot of its Owner unless confined to a leash or otherwise restrained or contained. No animal will be allowed to run at large. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration within the Development Area, and no kennels or breeding operation will be allowed. Except as otherwise provided herein, at all times animals shall be kept within fenced or enclosed areas, which shall be clean, sanitary, and reasonably free of refuse, insects, and waste. All fencing and outdoor enclosed areas constructed hereunder shall be: (i) constructed in accordance with materials, plans, and specifications in conformance with the terms and provisions of this Declaration, the Design Guidelines and any additional conditions imposed by the Architectural Reviewer; (ii) of reasonable design and construction to adequately fence and/or enclose such animals in accordance with the provisions hereof; (iii) screened so as not to be visible from any other portion of the Development Area, and (iv) approved in advance and in writing by the Architectural Reviewer. All pet waste will be removed and appropriately disposed of by the Owner of the pet. All pets shall be registered, licensed and inoculated as required by Applicable Law.

2.08 **Rubbish and Debris**. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed garages or other Improvements or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.09 **Maintenance**. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive

condition at all times. The Architectural Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Reviewer, in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all government, health and police requirements;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

2.10 **Antennae**. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Architectural Reviewer; provided, however, that:

(a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(c) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Architectural Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the

Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.11 **Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Reviewer are as follows:

(a) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(b) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.12 **Signs**. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Architectural Reviewer, except for:

(a) signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) one small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) permits as may be required by Applicable Law;

(d) a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) one (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (a) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (b) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet; and (c) the sign shall be removed within two (2) business days following the sale or lease of the Lot;

(f) political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) a "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.13 **Tanks**. The Architectural Reviewer shall approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the Architectural Reviewer. All permitted tanks shall be buried or screened from view in accordance with a screening plan approved in advance by the Architectural Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill. Notwithstanding the foregoing, one (1) propane storage tank may be installed above ground on each Lot if: (i) the capacity of the storage tank does not exceed 125 gallons; (ii) the height of the storage tank does not exceed fifty five inches (55"); (iii) the diameter of the storage tank does not exceed thirty six inches (36"); (iv) the storage tank is installed immediately adjacent to the principal residence constructed on the Lot; and (v) a masonry wall (stone or brick) is installed with the storage tank to screen the entire storage tank and all appurtenances thereto from the view of any street, common area, or another Owner's Lot.

2.14 **Barbecue Grills**. Barbecue grills and any related Improvements are only permitted within the rear yard of each Lot and placed in such manner as to not be visible from any other portion of the Development Area. The "**rear yard**" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Architectural Reviewer will be final, binding, and conclusive.

2.15 **Clotheslines; Awnings**. No clotheslines and no outdoor clothes drying or hanging shall be permitted in the Property, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any residence on any Lot, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs of any residence on any Lot, or any part thereof, nor relocated or extended, without the prior written consent of the Architectural Reviewer.

2.16 **Temporary Structures**. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Development Area without the prior written approval of the Architectural Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, Homebuilders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Architectural Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.17 **Unsightly Articles; Vehicles**. No article deemed to be unsightly by the Architectural Reviewer shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed garages or otherwise screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residence constructed within the Development Area shall have sufficient garage space, as approved by the Architectural Reviewer, to house all vehicles to be kept on the Lot. Notwithstanding the forgoing provision all-terrain vehicles, motor scooters, and motorized mini-bikes may not be used on the Development Area or on any road or street within the Development Area. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Development Area for any period in excess of seventy-two (72) hours. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed garages or otherwise appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any road or street within the Development Area.

Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than (i) in enclosed garages and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, however, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Architectural Reviewer.

2.18 **Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles**. No mobile home (with or without wheels, temporarily or permanently affixed), manufactured home, travel trailer, or recreational vehicle may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time. In the event of any dispute regarding the effect or application of this *Section 2.18*, the interpretation of the Architectural Reviewer will be final.

2.19 **Basketball Goals; Permanent and Portable**. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street right-of-way. The basketball goal backboard shall be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed between the street right-of-way and the front of the residence on a Lot and shall not be placed, at any time on any street or right-of-way located within the Development Area. When not in use, portable basketball goals shall be stored in a garage or in the rear of a Lot (*i.e.*, out of public view). Basketball goals shall be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, shall be approved by the Architectural Reviewer prior to being placed on any Lot.

2.20 **Recreational Courts and Playscapes**. No recreational courts, *e.g.*, "sport courts", shall be constructed on any Lot unless expressly approved by the Architectural Reviewer. The Architectural Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Architectural Reviewer. The Architectural Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Lot.

2.21 **Liability of Owners for Damage to Common Area and Special Common Area**. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or Special Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, Special Common Area and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 5.11* of the Covenant.

2.22 **Flags – Approval Requirements**. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a

residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Reviewer. Approval by the Architectural Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

2.23 **Flags – Installation and Display**. Unless otherwise approved in advance and in writing by the Architectural Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, shall comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(b) Any Permitted Flagpole shall be no longer than five feet (5') in length and any Freestanding Flagpole shall be no more than twenty feet (20') in height

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on Common Area or Special Common Area and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America shall be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas shall be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole shall comply with Applicable Law, easements and setbacks of record;

(f) Any flagpole shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence;

(g) A flag or a flagpole shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole shall be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.24 **Rentals**. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the

primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than twelve (12) months. All leases shall be in writing. The Owner shall provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases shall be for the entire residence.

2.25 **Trash Containers**. Trash containers and recycling bins shall be stored in one of the following locations:

(a) inside the garage of the residence constructed; or

(b) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, *e.g.* behind a privacy fence or other appropriate screening.

The Architectural Reviewer shall have the right to specify additional locations in which trash containers or recycling bins shall be stored.

2.26 **Maintenance of Septic Systems and Other Sewage Treatment Facilities**. In furtherance, and not in limitation, of the obligations of Owners as set forth in *Section 2.09*, each Owner shall be expressly obligated to maintain at all times in good condition and repair any septic system or other sewage treatment facilities (together with any related Improvements) located upon and exclusively serving such Owner's Lot. Any septic system or other sewage treatment facilities shall be installed in the rear yard of each Lot, unless otherwise approved by the Architectural Reviewer. The "**rear yard**" for the purposes of this provision means the yard area in the rear or posterior to the residence constructed on the Lot. In the event of any dispute regarding what portion of the Lot constitutes the rear yard, the opinion of the Architectural Reviewer will be final, binding and conclusive.

2.27 **No Warranty of Enforceability**. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.28 **Release and Indemnity**. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S

GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY COMMON AREA OR SPECIAL COMMON AREA (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANTS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 **Construction of Improvements**. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Architectural Reviewer in accordance with the Covenant. All Improvements shall strictly comply with the requirements of the Design Guidelines, if any, unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Architectural Reviewer as authorized by the Covenant.

3.02 **Alteration or Removal of Improvements**. Any construction, other than normal maintenance or exterior painting, which materially alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Reviewer.

3.03 **Building Materials**. All building materials shall be approved in advance by the Architectural Reviewer, and unless otherwise approved by the Architectural Reviewer, only new building materials (except for used brick) shall be used for constructing any Improvements. All projections from a residence or other Improvement, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall, unless otherwise approved by the Architectural Reviewer, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

3.04 **Masonry Requirements; Foundation Shielding**. Unless otherwise expressly approved by the Architectural Reviewer, the exterior walls of any residence shall consist of brick, stone and/or stucco as follows:

(a) One Story Residences. The exposed surface of all exterior walls of one-story residences shall be constructed of one hundred percent (100%) brick, stone or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work.

(b) Two Story Residences. The exposed surface of all exterior walls of the first floor of each two story residence shall be constructed of one hundred percent (100%) brick, stone or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work. The exposed surface of all exterior walls of the second floor of each two story residence shall be constructed of seventy-five percent (75%) brick, stone or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work.

(c) Any portions of the elevation that are not constructed of brick, stone or stucco (exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work) shall be constructed of cementitious horizontal lap siding product (*i.e.*, "Hardi-Plank").

Notwithstanding the foregoing provisions, the Architectural Reviewer, in its discretion, may approve the use of decorative siding (fibre-cement or equivalent material only): (i) on front gables above plate line on a one story residence; or (ii) on up to twenty percent (20%) of the front elevation of a two story residence. As used herein, "**decorative siding**" means vertical board and batten, shakes, scallops and other decorative siding facades as may be approved by the Architectural Reviewer on a case-by-case basis in the Architectural Reviewer's discretion.

Further, notwithstanding the foregoing provisions, residences deemed by the Architectural Reviewer, in its sole and absolute discretion and in writing, to be of Craftsman or Modern Farmhouse architectural styles are exempt from the masonry requirements of this *Section 3.04*.

Exposed portions of the foundation on each front elevation, and side elevation visible from any street, shall be concealed by extending the exterior brick, stone or stucco to within at least twelve inches (12") of the finished grade on the front elevation and at least thirty inches (30") of the finished grade on side elevations; provided, however, if the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Architectural Reviewer will have the authority to require the use of masonry, in a color approved in advance by the Architectural Reviewer, to conceal the exposed portion of the foundation.

3.05 **Roofing**. Roofing materials shall be expressly approved by the Architectural Reviewer and shall be tile (Mextile, Hanson, Monier or equivalent), thirty (30) year multi-tabbed fiberglass shingle, or metal (Galvalume, Bronze or equivalent). All roofs shall be Earth tones (no red, blue, copper or green). In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Architectural Reviewer. For the purpose of this *Section 3.05*, "**Energy Efficiency Roofing**" means shingles that are

designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Architectural Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Architectural Reviewer to confirm the criteria set forth in this *Section 3.05*. Any other type of roofing material shall be permitted only with the advance written approval of the Architectural Reviewer.

3.06 **Minimum Square Footage.** Unless otherwise approved in writing by the Architectural Reviewer, the square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, shall be a minimum of 2,200 square feet; provided, however, that the square footage of a Permitted Third-Entry Garage, as defined in Section 3.09 below, shall count toward such 2,200 square foot minimum for the residence containing such garage.

3.07 **Building Height**. No Improvement greater than thirty-five feet (35') may be constructed on any Lot without the prior written approval of the Architectural Reviewer. For purposes of this *Section 3.07*, height shall be measured from the top of the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

3.08 **Setback Requirements**. Unless the Architectural Reviewer determines otherwise, the building setback lines applicable to each Lot within the Development Area shall be: thirty-five feet (35') from the front Lot line; twenty feet (20') from a side Lot line adjacent to or facing a street; ten feet (10') from a site Lot line adjacent to or facing another Lot; and twenty feet (20') from the rear Lot line. The Architectural Reviewer shall have the right and authority to approve variances from these setback requirements for reasonable cause or to alleviate a hardship; provided, however, the Architectural Reviewer may not approve a variance which violates a setback requirement of the Plat containing the Lot at issue.

3.09 **Garages**. Each residence within the Development Area shall contain a private, enclosed garage capable at all times of housing not less than two (2) standard size automobiles and not more than four (4) standard size automobiles. Except for garages on corner Lots or as otherwise provided in this *Section 3.09*, no garage may face or open toward any street (*i.e.*, all garages shall be side-entry). Garages located on corner Lots may face a street (*i.e.*, be front-entry), provided the Architectural Reviewer reviews and issues written approval of the location and design of the garage orientation and opening. A residence containing an enclosed, side-entry garage capable of housing at least two (2) standard size automobiles may also contain an additional, enclosed, front-entry garage capable of housing one (1) standard size automobile (a "**Permitted Front-Entry Garage**"), so long as such Permitted Front-Entry Garage is set back not

less than twenty-five feet (25') from the front façade of the residence and is approved in advance by the Architectural Reviewer. In the event of any disagreement regarding the location of the front, rear, or side Lot lines of a Lot or the location of the front facade of a residence, the decision of the Architectural Reviewer will be final. Interior walls of all garages shall be finished (*i.e.*, taped, bedded and painted, at a minimum). All garages shall have garage doors built or faced with metal or wood siding of a quality and color harmonious with the exterior of the residence. All garages shall have garage doors that are wired so as to be operated by electric door openers. All garage doors shall remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein, when a person is in the garage or engaged in yard work, or there is another activity occurring on the Lot which is reasonably facilitated by an open garage door. No carports or other open automobile storage units will be permitted. No garage may be permanently enclosed or otherwise used for habitation. The parking of vehicles in the yard of any Lot is not permitted.

3.10 **HVAC Location**. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Architectural Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units shall be screened with either structural screening to match the exterior of the residence or fencing or landscape screening approved by the Architectural Reviewer.

3.11 **Fences**. No fence shall be constructed on the Development Area without the prior written consent of the Architectural Reviewer. The height, material and location of all fences shall be approved in advance by the Architectural Reviewer and all fences shall comply with any applicable requirements of the Design Guidelines. The Architectural Reviewer may, in its sole discretion, prohibit the construction of any proposed fence, specify the materials of which said proposed fence shall be constructed, or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Development Area, or specify the location on any Lot of any proposed fence or gates.

3.12 **Driveways**. The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Architectural Reviewer. Each driveway shall be wide enough to accommodate two (2) automobiles parked side-by-side. The Architectural Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Development Area.

3.13 **Drainage**. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Architectural Reviewer. Specifically, and not by way

of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.14 **Landscaping**. Each Owner shall be required, at such Owner's sole cost and expense, to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Architectural Reviewer. Notwithstanding any provision in this Declaration to the contrary, landscaping plans shall be approved by the Architectural Reviewer prior to occupancy of the residence located on the Lot to which such landscaping plans relate and all landscaping shown on such approved landscaping plans shall be completely installed on or before the earlier to occur of (i) thirty (30) days after completion of the residence on the Lot by the Homebuilder, or (ii) the date on which the Homebuilder conveys such Lot to an Owner that is not a Homebuilder. The Architectural Reviewer or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement. Each Lot shall be landscaped in accordance with any applicable requirements of the Design Guidelines.

3.15 **Xeriscaping**. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Architectural Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Architectural Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Architectural Reviewer for Xeriscaping, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Architectural Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Architectural Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith shall comply with the following:

(i) The Xeriscaping shall be aesthetically compatible with other landscaping in the community as reasonably determined by the Architectural Reviewer. For purposes of this *Section 3.15*, "aesthetically compatible" shall mean overall and long-term aesthetic

compatibility within the community. For example, an Owner's Lot plan may be denied if the Architectural Reviewer determines that: (1) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (2) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent Lot, resulting in a reduction of aesthetic appeal of the adjacent Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard.

3.16 **Retaining Walls**. Each Homebuilder shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Architectural Reviewer to be constructed on such Homebuilder's Lot. Any retaining wall proposed to be constructed within the Development Area shall be constructed in accordance with specifications set forth by the Architectural Reviewer, and shall in any case be approved in advance by the Architectural Reviewer. Without limiting any other requirements or remedies set forth in the Documents, each Owner is solely responsible for correcting any change in water flow or drainage caused by a retaining wall constructed on such Owner's Lot.

3.17 **Sight Distance at Intersection**. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty feet (30') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections shall be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration to the contrary, all sight distances required by any applicable governmental authority shall be complied with.

3.18 **Protection of Existing Trees**. Existing trees shall be deemed to be trees of nineteen inch (19") caliper and above. During construction, existing trees shall be preserved and protected to the extent reasonable for the intended development, as determined in the sole and absolute discretion of the Architectural Reviewer. Building or paving operations occurring adjacent to existing trees to be saved shall be in accordance with the Documents. Demolition of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition. The Architectural Reviewer, in its sole and absolute discretion, may require that any tree which it deems to have been unnecessarily demolished shall be replaced with one or more trees of a type and size approved by the Architectural Reviewer. Unless the Architectural Reviewer otherwise

approves, an existing tree shall be replaced with trees aggregating at least the same number of caliper inches as the existing tree.

3.19 **Construction Activities**. This Development Area Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area 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 and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Reviewer in its sole discretion, the Architectural Reviewer will have the authority to seek an injunction to stop such construction. During the initial construction of a residence, each Lot shall be kept clean and have a trash storage container or dumpster. Such storage container or dumpster shall not be over-filled and shall be removed promptly after construction is completed. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Architectural Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection therewith.

3.20 **Concrete Truck Clean-Out Site**. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which shall be approved in advance by the Architectural Reviewer (the "**Clean-Out Site**") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.20*, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments.

3.21 **Solar Energy Device**. During the Development Period this *Section 3.21* does not apply and the Declarant shall approve in advance and in writing the installation of any solar

energy device or apparatus (a "**Solar Energy Device**"). Until expiration or termination of the Development Period, the Declarant may prohibit the installation of any Solar Energy Device. After expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the Architectural Reviewer.

(a) Application. To obtain Architectural Reviewer approval of a Solar Energy Device, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Architectural Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Architectural Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.21(c)* below **UNLESS** the Architectural Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.21(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association shall be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith shall comply with the following:

(i) The Solar Energy Device shall be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Architectural Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Reviewer. If the Owner desires to contest the alternate location proposed by the Architectural Reviewer, the Owner should submit information to the Architectural Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device shall conform to the slope of the roof and the top edge of the Solar Device shall be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device shall be silver, bronze or black.

3.22 **Rainwater Harvesting Systems**. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Architectural Reviewer.

(a) Application. To obtain Architectural Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association shall be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith shall comply with the following:

(i) The Rainwater Harvesting System shall be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Architectural Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Architectural Reviewer may regulate the size, type, shielding

of, and materials used in the construction of the Rainwater Harvesting System. See *Section 3.22(d)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Architectural Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

3.23 **Utility Lines.** Unless otherwise approved by the Architectural Reviewer, no storm sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within residences or other Improvements unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under residences or other Improvements.

ARTICLE 4
DEVELOPMENT

4.01 **Addition of Land.** Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 9.05* of the Covenant) containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

ARTICLE 5
GENERAL PROVISIONS

5.01 **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2068, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.02 **Amendment.** This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and

acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws.

5.03 **Notices.** Any notice permitted or required to be given by this Development Area Declaration shall be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. 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 same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing 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.

5.04 **Interpretation.** The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.05 **Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.06 **Assignment of Declarant's Rights.** Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

5.07 **Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership,

occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.08 **Construction.** The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 1 day of May, 2018.

DECLARANT:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of May, 2018, by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

KEVIN M FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2022

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
6/7/2018 4:13 PM
FEE: $38.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
RESTRICTION 201808249

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

DOUBLE EAGLE RANCH

FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION

[SECTION 1]

Bastrop County, Texas

Declarant: **DE DEVELOPMENT, INC.**, a Texas corporation

Cross reference to Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas, and to Double Eagle Ranch Notice of Applicability of Master Covenant [Section 1], recorded as Document No. 201807135, Official Public Records of Bastrop County, Texas, and to Double Eagle Ranch Development Area Declaration [Section 1], recorded as Document No. 201807155, Official Public Records of Bastrop County, Texas.

DOUBLE EAGLE RANCH
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
[SECTION 1]

This Double Eagle Ranch First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions [Section 1] (this "**Amendment**") is made by **DE DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously executed and recorded that certain Double Eagle Ranch Development Area Declaration [Section 1], recorded as Document No. 201807155, Official Public Records of Bastrop County, Texas (the "**Development Area Declaration**").

B. *Section 5.02* of the Development Area Declaration provides that the Development Area Declaration may be amended by Declarant, acting alone, by the Recording of an instrument setting forth the amendment executed and acknowledged by Declarant.

C. Declarant desires to amend the Development Area Declaration as set forth more fully herein.

NOW THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. **Use Restrictions.** *Section 2.01* of the Development Area Declaration is hereby deleted in its entirety and replaced with the following:

> 2.01 **Use Restrictions**. The Development Area shall be used solely for single-family residential purposes. Each Lot shall contain no more than one (1) principal residence and such accessory Improvements as the Architectural Reviewer deems consistent with the residential character of the Development Area. The Development Area may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, and the Board after expiration or termination of the Development Period, which consent may be withheld by the Declarant or the Board, as applicable, in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development, sound, or

smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "**business**" and "**trade**", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

2. **Subdividing.** *Section 2.02* of the Development Area Declaration is hereby deleted in its entirety and replaced with the following:

2.02 **Subdividing**. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that when Declarant is the Owner thereof, Declarant may convey any easements or other interests less than the whole without the approval of the Architectural Reviewer.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 7 day of June, 2018.

DECLARANT:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7 day of June, 2018, by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

(seal)

CODY MITCHELL
My Notary ID # 125706342
Expires May 26, 2022

MANAGEMENT CERT
201810757
1 PG

MANAGEMENT CERTIFICATE

This management certificate is filed in Bastrop County in accordance with Section 209.004 of the Texas Property Code.

This management certificate certifies that Preferred Association Management Company is the managing agent for DER Residential Community, Inc.

Name of the subdivision: Double Eagle Ranch Residential Community, Inc.

Name of the association: DER Residential Community, Inc.

Recording data for the subdivision: Double Eagle Ranch Section 1 Plat recorded May15, 2018, in Plat Cabinet 6, Pages 102-A, 102-B, 103-A, Official Records of Bastrop County, Texas.

Recording data for the declaration: Real Property Records of Bastrop County, Texas, Document Number 201807093, Document Number 201807118, Document Number 201807128, Document Number 201807135, Document Number 201807143, Document Number 201807155.

Transfer Fee. A transfer fee is to be collected each time a lot is sold. The transfer fee is to be made payable to the Management Company at the time of closing. The fee is to be disclosed at the time of the resale request.

This management certificate is to be attached with all recorded documents pertaining to the association and hereby amends and replaces any previously recorded management certificates for the Association in their entirety.

The name and mailing address for the Association and Managing Agent is as follows:

DER Residential Community, Inc.
c/o Preferred Association Management Company
PO Box 200145, Austin, TX 78720
Phone (512) 918-8100 Fax (512) 918-8121

July 13, 2018
Date

Signed
Douglas Plas
Managing Agent, DER Residential Community, Inc.

JURAT:
The State of Texas
County of Williamson
Subscribed and sworn to before me on this 13 day of July, 2018 by Doug Plas.

(seal)

Edith Gomez
(Notary's Signature)
Notary Public, State of Texas

EDITH GOMEZ
Notary ID # 124703829
My Commission Expires
May 1, 2020

After Recording Return to:
Preferred Association Management Company
1101 Arrow Point Drive, Suite 101
Cedar Park, TX 78613

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

July 26, 2018 11:09:02 AM
LUCINDAMOSLEY FEE: $26.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
MANAGEMENT CERT 201810757

AFFD
201811517
6 PGS

AFFIDAVIT AS TO SCRIVENER'S ERROR

The State of Texas § Re: Double Eagle, Section 1

County of Bastrop §

BEFORE ME, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared Douglas R. Rummel, Jr., to me well known, and who, after being by me duly sworn, deposes and says that:

> "I, Douglas R. Rummel, Jr., am authorized under the laws of the State of Texas to practice the profession of Surveying. I supervised and was responsible for the preparation of the subdivision plat intended to be entitled **Double Eagle, Section 1** which was recorded on the 15th Day of May 2018, in Cabinet 6, Pages 102-A, 102-B and 103-A of the Plat Records of Bastrop County, Texas."
>
> "On August 8th, 2018, it was brought to my attention that there are seven inadvertent scrivener's errors in the above referenced plat," specifically:

1. On Sheet No. 1 of 3, the Southwestern boundary line of Lot 8, Block A and the adjoining Northeastern boundary line of Lot 7, Block A, the plat was lacking the proper bearing and distance recording information. I have examined the recorded document, performed the appropriate actions and hereby certify that the **S55°24'39"E, 260.00'** label has been correctly added.

2. On Sheet No. 1 of 3, the Northeastern boundary line of Lot 14, Block A and the adjoining Southeastern boundary line of Lot 13, Block A, the plat contained an inadvertent masking error. I have examined the recorded document, performed the appropriate actions and hereby certify that **S37°14'52"E, 98.47'** has been correctly labeled.

3. On Sheet No. 2 of 3, at the Easternmost cul-de-sac of Pecos Street, the plat contained an inadvertent annotating error. I have examined the recorded document, performed the appropriate actions and hereby certify that the annotation on the eastern terminus arc should read **C65,** and has been correctly labeled.

4. On Sheet No. 3 of 3, on The General Note No. 1, the plat contained an inadvertent typo. The Federal Flood Insurance Administration Rate Map No. is incorrectly stated as 48021 C 0190E. I have examined the recorded document, performed the appropriate actions and hereby certify that the Federal Flood Insurance Administration Rate Map No. should read 48021 C 0190**F.**

5. On Sheet No. 3 of 3, on the Field Notes contained an inadvertent bearing and distance omission, the field notes have omitted a call between call Number 10. S04°08'56"W, a distance of 88.34 feet to a ½" capped iron rod set, and call Number 11. N18°37'26"E, a distance of 237.47 feet to a ½" capped iron rod set. I have examined the recorded document, performed the appropriate actions and hereby certify that the field notes should read call Number 10. S04°08'56"W, a distance of 88.34 feet to a ½" capped iron rod set, **Number 11. S66°19'00"E, a distance of 141.58 feet to a ½" capped iron rod set**, Number 12. N18°37'26"E, a distance of 237.47 feet to a ½" capped iron rod set.

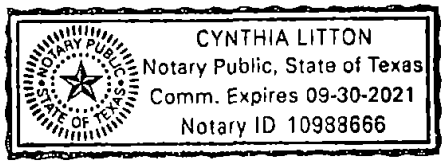
6. On Sheet No. 3 of 3, on the Field Notes contained an inadvertent error in the Recording Information for an adjoining subdivision, the field notes incorrectly stated in call Number 12. S72°28'33"E, a distance of 124.97 feet to a capped iron rod found, for the northeastern corner of Moss Branch Cemetery, also being in the northwestern line of Lot 1, Block D, The Forest at Colorado Crossing Section One, a subdivision recorded in Vol. 4, Pg. 18A, Plat Records of Travis County, Texas. I have examined the recorded document, performed the appropriate actions and hereby certify that the field notes should read in call Number 12. S72°28'33"E, a distance of 124.97 feet to a capped iron rod found, for the northeastern corner of Moss Branch Cemetery, also being in the northwestern line of Lot 1, Block D. The Forest at Colorado Crossing Section One, a subdivision recorded in Vol. 4, Pg. 18A, Plat Records of **Bastrop** County, Texas.

7. On Sheet No. 3 of 3, on the Engineer's certification contained an inadvertent error. The certification incorrectly states "That the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.". I have examined the recorded document, performed the appropriate actions and hereby certify that the Engineer's Certification should state "**That No portion of the tract lies within the designated flood hazard area as shown on the Federal Insurance Rate Map Panel No. 48021 C 0190F, for Bastrop County, Texas, dated January 19, 2006.**"

I have examined the recorded document, performed the appropriate actions and hereby certify the above information has been added to the plat (see exhibit A).

Douglas R. Rummel, Jr., Registered Professional Land Surveyor No. 5780

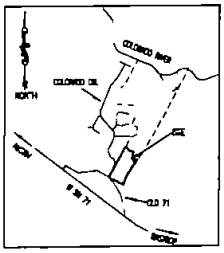
SUBSCRIBED AND SWORN TO BEFORE ME, this the 8th day of August, 2018, AD



Cynthia Hicock Litton
Notary Public in and for the State of Texas

THE FINAL PLAT OF

DOUBLE EAGLE RANCH, SECTION 1



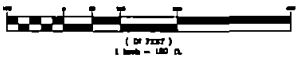
LOCATION MAP
NTS

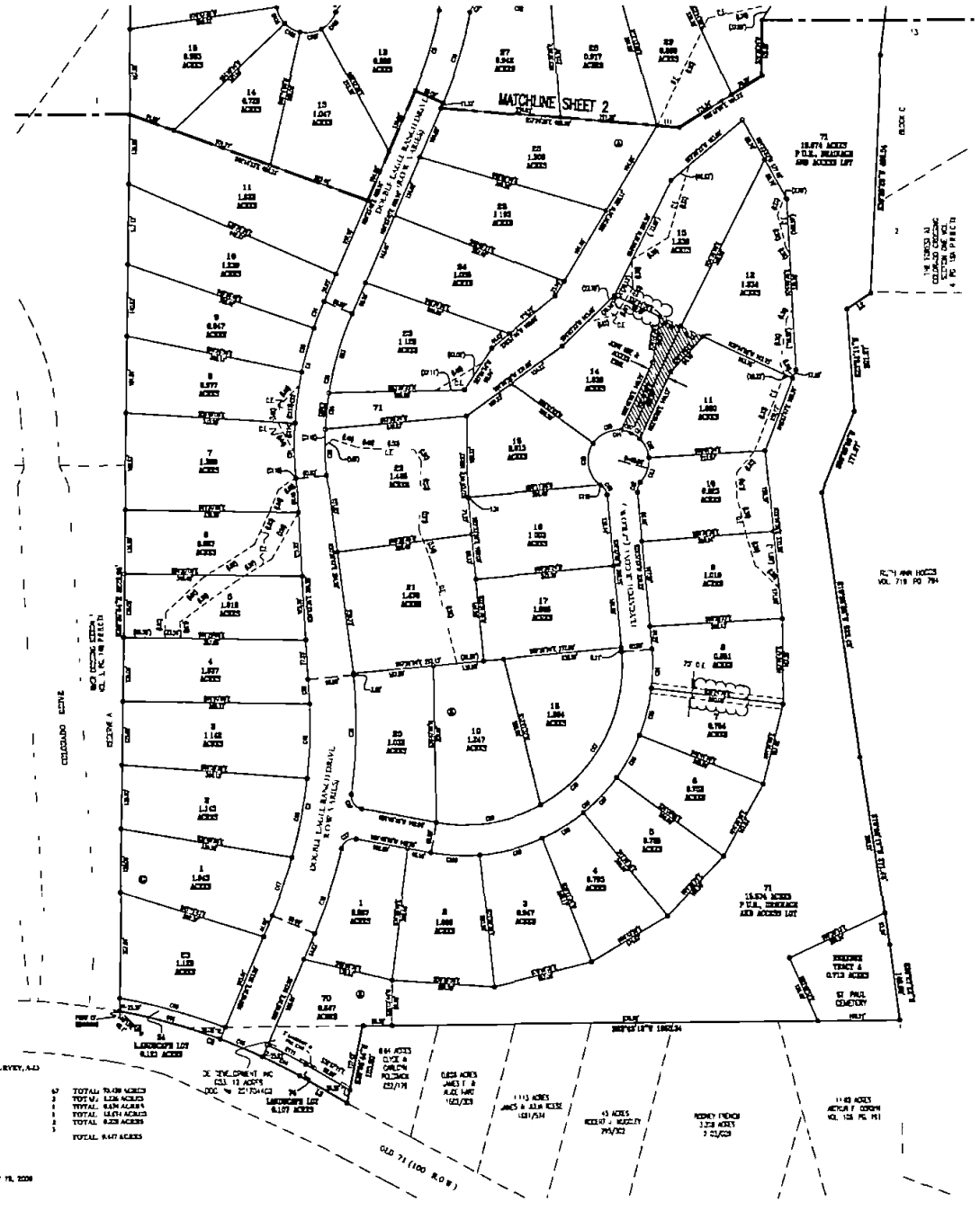
LEGEND

▲	CALCULATED POINT
○	1/2" DIPPED IRON ROD SET
•	5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
1	LOT NUMBER
(A)	BLOCK LETTER
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
L.S.E.	LANDSCAPE EASEMENT
C.E.	CLOSURE EASEMENT
N.A.E.	NAILBOX UNIT

SCALE: 1" = 100'

GRAPHIC SCALE





TOTAL ACREAGE: 97.879 ACRES
SURVEY: JOSE ANTONIO NAVARRO SURVEY, A-3

RESIDENTIAL LOTS:	67	TOTAL: 79.139 ACRES
BOSWYER TRACT COURTESY LOTS:	3	TOTAL: 1.236 ACRES
DRAINAGE LOTS:	1	TOTAL: 0.634 ACRES
P.U.E., DRAINAGE AND ACCESS LOTS:	5	TOTAL: 15.874 ACRES
LANDSCAPE LOTS:	3	TOTAL: 0.220 ACRES
NO. OF BLOCKS:	3	
R.O.W.:		TOTAL: 0.647 ACRES

F.I.R.M. MAP NO. 48021 C 0160F
BASTROP COUNTY, TEXAS DATED: JANUARY 19, 2006

OWNER & DEVELOPER:
CARLSON, BRIGANCE & DOERING, INC.
3301 HANCOCK DRIVE
AUSTIN, TX 78731
(512) 280-5160
(512) 280-5165 fax

PREPARED: APRIL 4, 2019
OWNER: DE DEVELOPMENT, INC.
4709-A ROSECLIFF ROAD
AUSTIN, TEXAS 78745
PHONE: (512) 478-3512

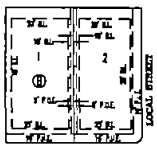
LINEAR FOOTAGE OF EDGE-OF-ROW

DOUBLE EAGLE RANCH DRIVE	R.O.W. VARIES	3,100'	COLLECTOR
FLYGRANCH COVE	50' R.O.W.	1,217'	LOCAL
WICKED COVE	50' R.O.W.	330'	LOCAL
HARRIS HAWK COVE	50' R.O.W.	615'	LOCAL
PRESTON STREET	60' R.O.W.	838'	LOCAL
TOTAL		5,900'	

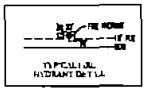
REVISION	DATE	COMMENT
1	MAY 2, 2019	REVISED PER CITY COMMENTS
2	MAY 8, 2019	ADDED CULVERT TABLE
3	MAY 9, 2019	ADDED CULVERT TABLE

DRIVEWAY CULVERTS

BLOCK	LOT#	PIPE SIZE	BLOCK	LOT#	PIPE SIZE
A	1	24"	C	3	24"
A	2	2X24"	C	4	2X24"
A	3	2X24"	C	5	2X24"
A	4	2X24"	C	6	2X24"
A	5	2X24"	C	7	2X24"
A	6	2X24"	C	8	18"
A	7	2X24"	C	9	18"
A	27	18"	C	10	18"
A	28	18"	C	11	18"
A	29	18"	C	12	18"
A	30	18"	C	13	18"
C	1	18"	C	14	18"
C	2	18"	C	15	18"
			D	3	24"



LOCAL STREET
(TYPICAL LOT DIMENSIONS)



TYPICAL FIRE HYDRANT DETAIL

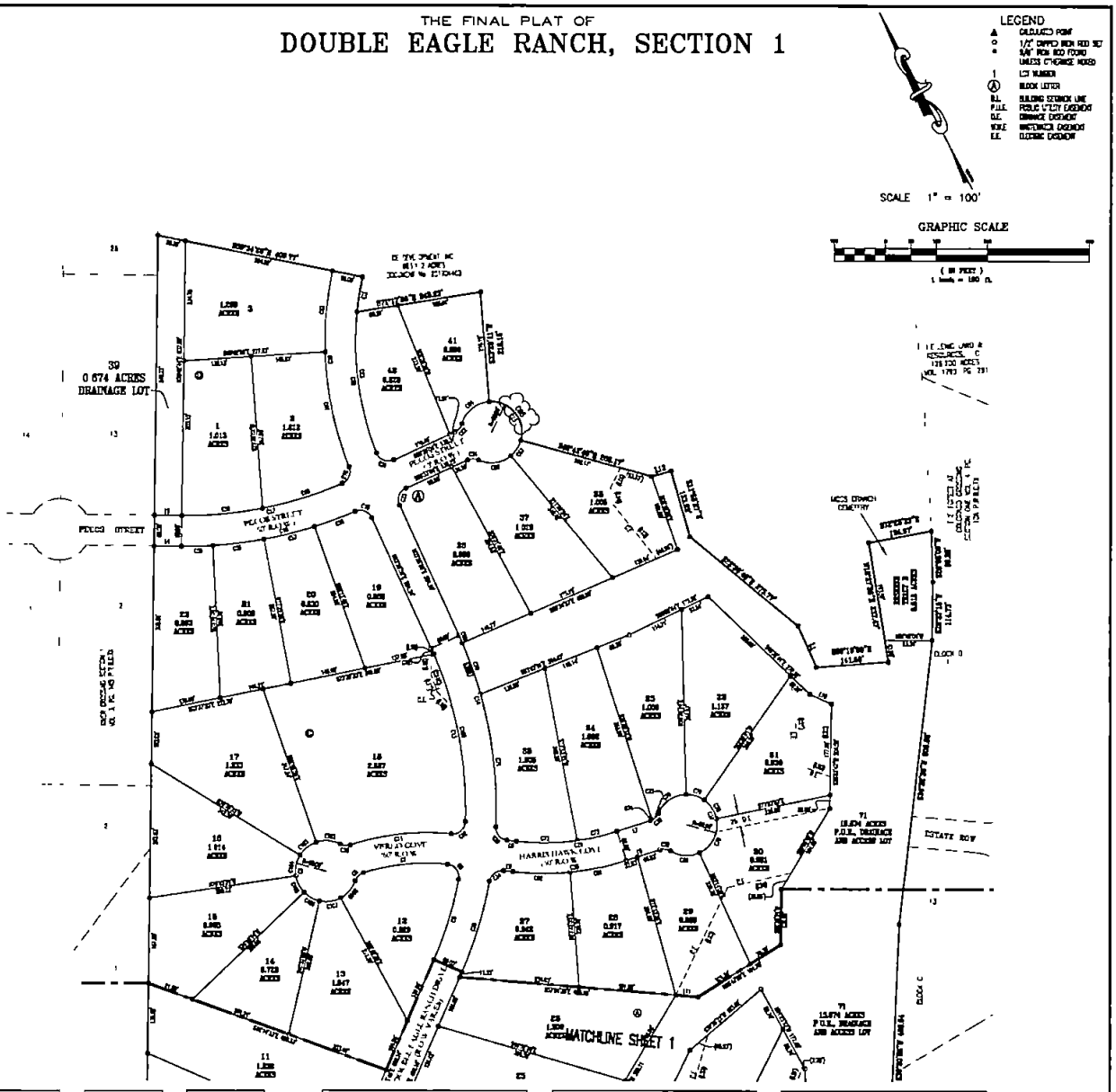
SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc

PATH-J:\4784\SURVEY\FINAL PLAT - DOUBLE EAGLE SECTION 1.DWG

THE FINAL PLAT OF

DOUBLE EAGLE RANCH, SECTION 1



SHEET NO. 2 OF 3

Carlson, Brigance & Doering, Inc

PATH--J:\4784\SURVEY\FINAL PLAT - DOUBLE EAGLE SECTON 1.DWG

THE FINAL PLAT OF

DOUBLE EAGLE RANCH, SECTION 1

FIELD NOTES

BEING A PART OF THAT CERTAIN TRACT OF LAND CALLED 47.4998 ACRES, AND A PART OF THAT CERTAIN TRACT OF LAND CALLED 47.4998 ACRES, AND A PART OF THAT CERTAIN TRACT OF LAND CALLED 47.4998 ACRES, ALL BEING SITUATED IN BOSQUE COUNTY, TEXAS, AND BEING

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

August 09, 2018 01:34:00 PM
LACEYFOREMAN FEE: $42.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AFFD 201811517

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
ROSE PIETSCH, County Clerk
Bastrop Texas
February 11, 2019 10:00:24 AM 201901933
FEE: $26.00
AFFD

SCRIVENER'S AFFIDAVIT

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

Kevin M. Flahive personally appeared before the undersigned and being duly sworn, states the following:

1. That certain Double Eagle Ranch Notice of Applicability [Section 1] was recorded on May 18, 2018, under Document Number 201807135 in the Official Public Records of Bastrop County, Texas (the "*Notice*");

2. That certain Double Eagle Ranch Development Area Declaration [Section 1] was recorded on May 21, 2018, under Document Number 201807155 in the Official Public Records of Bastrop County, Texas (the "*Declaration*"); and

3. Due to scrivener's errors in Section 1 of the Notice and Recital A of the Declaration, the description of the lots constituting the "Development Area" was incomplete. The complete description of the lots constituting the "Development Area" under the Notice and the Declaration is "Lots 1 through 38, 41, 42 and 70, Block A, Lots 1 through 23, Block C, and Lots 1 through 3, Block D, DOUBLE EAGLE RANCH, SECTION 1, a subdivision located in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet #6, Pages 102-A, 102-B and 103-A, Plat Records of Bastrop County, Texas."

EXECUTED this 11th day of February, 2019.

KEVIN M. FLAHIVE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was signed, sworn to, and acknowledged before me by Kevin M. Flahive on February 11, 2019.

(SEAL)

MICHELLE A JOHNSON
NOTARY PUBLIC
ID# 57128-7
State of Texas
Comm. Exp. 01-21-2023

Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas
March 18, 2019 09:54:08 AM 201903667
FEE: $26.00
AFFD

SCRIVENER'S AFFIDAVIT

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

Kevin M. Flahive personally appeared before the undersigned and being duly sworn, states the following:

1. That certain Double Eagle Ranch Notice of Applicability [Section 2] was recorded on March 15, 2019, under Document Number 201903599 in the Official Public Records of Bastrop County, Texas (the "*Notice*"); and

2. Due to a scrivener's error, the document listed as "amended by the Double Eagle Ranch Development Area Declaration [Section 1], recorded as Document No. 2018082479, Official Records of Bastrop County, Texas", in the Cross Reference section on Page 1 and Section 3 of Page 2 of the Notice, was incorrect. The correct name and Document Number should read as follows: "amended by the Double Eagle Ranch First Amendment to Development Area Declaration [Section 1], recorded as Document No. 201808249, Official Records of Bastrop County, Texas".

EXECUTED this 15th day of March, 2019.

KEVIN M. FLAHIVE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was signed, sworn to, and acknowledged before me by Kevin M. Flahive on March 15, 2019.

(SEAL)

Notary Public Signature

MICHELLE A JOHNSON
NOTARY PUBLIC
ID# 57128-7
State of Texas
Comm. Exp. 01-21-2023

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch
ROSE PIETSCH, County Clerk
Bastrop Texas
December 15, 2021 11:21:24 AM 202126793
FEE: $38.00
MANAGEMENT CERT

MANAGEMENT CERTIFICATE

DER RESIDENTIAL COMMUNITY, INC.

The undersigned, being an Officer of DER Residential Community, Inc. (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision Double Eagle Ranch (the "Subdivision Development").

2. The name of the Association is DER Residential Community, Inc. (the "Association").

3. The recording data for the Subdivision Development is as follows:

Double Eagle Ranch, Section One, a subdivision in Bastrop County, Texas, according to the Map or Plat thereof, recorded at Cabinet 6, Page 102-A, 102-B and 103-A in the Plat Records of Bastrop County, Texas.

Double Eagle Ranch, Section Two, a subdivision in Bastrop County, Texas, according to the Map or Plat thereof, recorded at Cabinet 6, Page 153-A, 153-B, 154-A and 154-B in the Plat Records of Bastrop County, Texas.

Double Eagle Ranch, Section 3, Phase A, a subdivision in Bastrop County, Texas, according to the Map or Plat thereof, recorded at Cabinet 7, Page 24A, 24-B and 25-A in the Plat Records of Bastrop County, Texas.

4. The recording data for the declaration applicable to the Subdivision Development, and all amendments thereto, is as follows:

Double Eagle Ranch First Amendment to Master Covenant, recorded at Document No. 202110973 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch First Amendment to Development Area Declaration [Section 1], recorded at Document No. 201808249 in the Official Public Records of Bastrop County, Texas.

Secretary's Certificate, recorded at Document No. 201807143 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Community Manual, recorded at Document No. 201807118 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Design Guidelines, recorded at Document No. 201807128 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Development Area Declaration [Section 1], filed in Document No. 201807155 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Master Covenant, recorded at Document No. 201807093 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Notice of Applicability [Section 1], recorded at Document No. 201807135 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Notice of Applicability [Section 2], recorded at Document No. 201903599 in the Official Public Records of Bastrop County, Texas.

Scrivener's Affidavit, recorded at Document No. 201903667 in the Official Public Records of Bastrop County, Texas.

Double Eagle Ranch Notice of Applicability [Section 3, Phase A], recorded at Document No. 202007446 in the Official Public Records of Bastrop County, Texas.

Scrivener's Affidavit, recorded at Document No. 201901933 in the Official Public Records of Bastrop County, Texas.

5. The name and mailing address of the Association is:

DER Residential Community, Inc.
c/o Preferred Association Management Company
700 Market Street, Building 3
Cedar Park, TX 78613

6. The name, mailing address, telephone number, and email address of the person or entity managing the Association is:

Preferred Association Management Company
700 Market Street, Building 3
Cedar Park, TX 78613
Tel: (512) 918-8100
Email: pamco@pamcotx.com

7. The website address at which the Association's dedicatory instruments are available in accordance with Section 207.006 of the Texas Property Code is https://pamcotx.com/.

8. The following described fees are charged by the Association in relation to a property transfer in the Subdivision Development:

Transfer Fee (paid at close)	$200.00
Resale Disclosure (TREC Form)	$575.00
Statement of Account 1 business days Rush Fee	$150.00
Statement of Account 2 business days Rush Fee	$100.00
Statement of Account 3 business days Rush Fee	75.00
Resale Disclosure 1 business days Rush Fee	$150.00
Resale Disclosure 2 business days Rush Fee	$100.00
Resale Disclosure 3 business days Rush Fee	$75.00
Multi-Product Order 1 business days Rush Fee	$150.00
Multi-Product Order 2 business days Rush Fee	$100.00
Multi-Product Order 3 business days Rush Fee	$75.00
Lender Questionnaire 1 business days Rush Fee	$150.00
Lender Questionnaire 2 business days Rush Fee	$100.00
Rush Existing Order (*Add this fee to Rush Fees)	$75.00
Statement of Account Update from 1 to 14 days	$0.00
Statement of Account Update from 15 to 45 days	$50.00
Statement of Account Update from 46 to 90 days	$50.00
Refinance Statement of Account Update from 1 to 14 days	$0.00
Refinance Statement of Account Update from 15 to 45 days	$50.00
Refinance Statement of Account Update from 46 to 90 days	$50.00
Resale Disclosure Update from 1 to 14 days	$0.00
Resale Disclosure Update from 15 to 45 days	$50.00
Resale Disclosure Update from 46 to 90 days	$50.00

Lender Questionnaire Update from 1 to 31 days	$25.00
Premier Resale Package (TREC Form, Statement of Account, and Association Documents)	$375.00
"Resale Disclosure (TREC Form) and Complete Association Documents Package"	$375.00
Statement of Account Only (No Assoc Docs)	$175.00
Owner's Account Statement (REQUIRED FOR REFIs!)	$100.00
Premier Lender Questionnaire Bundle (Best Value!)	$200.00
Standard Lender Questionnaire Package	$175.00
"Bank Owned Property Package (REQUIRED FOR FORECLOSED PROPERTIES)"	$375.00
Statement of Account	$175.00
Refinance Statement of Account	$100.00
Resale Disclosure	$175.00
"Lender Questionnaire"	$150.00
Custom Questionnaire Fee (*Add this fee to Questionnaire Fee)	$50.00
Appraiser Questionnaire	$25.00
Documents:	
Annual Board Meeting Minutes	$15.00
Articles of Incorporation	$25.00
Budget	$25.00
Bylaws	$25.00
Current Unaudited Financial Documents	$15.00
Declaration-CC&Rs	$25.00
Important Information	$0.00
Insurance Dec Page	$25.00
Rules and Policies	$15.00
Unit Ledger	$25.00
Utility Bill	$0.00
W-9	$0.00

This Management Certificate is effective as of the 2 day of December, 2021.

DER RESIDENTIAL COMMUNITY, INC., a Texas nonprofit corporation

By: _____
Name: Doug Plas
Title: Agent

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on 2 day of December, 2021, by Doug Plas, Registered Agent DER Residential Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.

KELLY ANN KILPATRICK
Notary Public, State of Texas
Comm. Expires 03-15-2023
Notary ID 131932863
[SEAL]

Kelly A. Kilpatrick
Notary Public Signature

AFTER RECORDING RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD., LLP
4301 Westbank Dr. A-150
Austin, Texas 78746

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
KRISTA BARTSCH, County Clerk
Bastrop Texas
September 16, 2022 03:20:32 PM 202220092
FEE: $38.00
NOTICE

DOUBLE EAGLE RANCH

NOTICE OF APPLICABILITY

[SECTION 4]

Bastrop County, Texas

Declarant: **DE DEVELOPMENT, INC.**, a Texas corporation

Cross reference to the Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas, and the Double Eagle Ranch Development Area Declaration [Section 1], recorded as Document No. 201807155, Official Public Records of Bastrop County, Texas, as amended by the Double Eagle Ranch First Amendment to Development Area Declaration [Section 1], recorded as Document No. 201808249, Official Public Records of Bastrop County, Texas.

NOTICE OF APPLICABILITY OF DOUBLE EAGLE RANCH MASTER COVENANT AND DEVELOPMENT AREA DECLARATION [SECTION 4]

This Notice of Applicability of Double Eagle Ranch Master Covenant and Development Area Declaration [Section 4] is made and executed by **DE DEVELOPMENT, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 28 through 61, Block B, and Lots 39 through 87, Block F, DOUBLE EAGLE RANCH, SECTION 4, a subdivision located in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 7, Pages 212-B through 214-B, Plat Records of Bastrop County, Texas (the "**Development Area**"). Pursuant to that certain Double Eagle Ranch Master Covenant, recorded as Document No. 201807093, Official Public Records of Bastrop County, Texas (the "**Covenant**"), Declarant served notice that portions of the property described on Exhibit "A" to the Covenant (the "**Property**"), upon the filing of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Property Incorporated Into Development**. The provisions of the Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

3. **Applicability of Development Area Declaration**. This Notice of Applicability is also filed in connection with the Double Eagle Ranch Development Area Declaration [Section 1], recorded as Document No. 201807155, Official Public Records of Bastrop County, Texas, as amended by the Double Eagle Ranch First Amendment to Development Area Declaration [Section 1], recorded as Document No. 201808249, Official Public Records of Bastrop County, Texas (as amended, the "**Development Area Declaration**"). Pursuant to *Section 9.05* of the Covenant, Declarant served notice that Declarant may, at any time and from time to time, add additional land to property encumbered by the Development Area Declaration. Upon the filing of a Notice of Applicability (which notice may be contained within any Notice of Applicability filed pursuant to *Section 9.05* of the Covenant), such land shall be subject to the terms, covenants, conditions, restrictions and obligations set forth in the Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to the Development Area Declaration shall be the same with respect to such added land as with respect to the land originally covered by the Development Area Declaration. Additionally, this Notice of Applicability constitutes a notice of addition of land pursuant to *Section 4.01* of the Development Area Declaration.

4. **Development Area Subject to the Development Area Declaration**. The Development Area is hereby made subject to the terms and provisions of the Development Area

Declaration. The terms and provisions of the Development Area Declaration apply to the Development Area.

5. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Bastrop County, Texas.

DECLARANT:

DE DEVELOPMENT, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1st day of August, 2022, by John S. Lloyd, President of DE Development, Inc., a Texas corporation, on behalf of said corporation.

(Seal)
KEVIN M. FLAHIVE
Notary Public, State of Texas
Notary ID# 12978191-2
My Commission Expires
APRIL 11, 2026

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
November 15, 2024 02:32:27 PM 202418225
FEE: $37.00
MANAGEMENT CERT

AMENDED AND RESTATED MANAGEMENT CERTIFICATE

OF

RIVERBEND AT DOUBLE EAGLE RESIDENTIAL COMMUNITY, INC.

The undersigned, being an officer of Riverbend at Double Eagle Residential Community, Inc. and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

THIS DOCUMENT AMENDS, RESTATES AND REPLACES ALL PREVIOUSLY RECORDED MANAGEMENT CERTIFICATES OF RIVERBEND AT DOUBLE EAGLE RESIDENTIAL COMMUNITY, INC., INCLUDING BUT NOT LIMITED TO, THAT CERTAIN MANAGEMENT CERTIFICATE RECORDED UNDER DOCUMENT NO. 202318619, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

1. The name of the subdivision: Riverbend at Double Eagle.

2. The name of the association: Riverbend at Double Eagle Residential Community, Inc., a Texas nonprofit corporation.

3. The recording data for the subdivision: That certain real property in Bastrop County, Texas, as described on Exhibit "A" to that certain Declaration of Covenants, Conditions and Restrictions for Riverbend at Double Eagle, recorded under Document No. 202216426, Official Public Records of Bastrop County, Texas (the "Declaration").

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the Declaration and any amendments and supplements thereto, are particularly described on Attachment 1 attached hereto and incorporated herein by reference.

5. The name and mailing address of the association: Riverbend at Double Eagle Residential Community, Inc., c/o The Management Trust, 9111 Jollyville RD, Ste. 275, Austin, TX 78759.

6. The name, mailing address, telephone number, and email address of the managing agent of the association:
   Name: Escrow Department
   Mailing Address: The Management Trust, 9111 Jollyville RD, Ste. 275, Austin, TX 78759
   Telephone Number: (714) 285-2626
   Email Address: escrow@managementtust.com

7. Website to access the association's dedicatory instruments: https://my.managementtrust.com Once homeowner logs into the portal, they will go to the tab on the left side that states "Documents" to find the governing documents.

8. Amount and description of fees related to property transfer in the subdivision: The association fees are in the following amounts:

Working Capital Assessment - $250.00
Transfer - $200.00
Resale Certificate Fee - $360.00

The association fees cover all costs that the association incurs related to a property transfer in the subdivision.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

RIVERBEND AT DOUBLE EAGLE RESIDENTIAL COMMUNITY, INC.,
a Texas nonprofit corporation

By: _____

Printed: Holly Skeen, Association Manager

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 31st day of October 2024, by Holly Skeen, of Riverbend at Double Eagle Residential Community, Inc., a Texas nonprofit corporation, on behalf of said non-profit corporation.

[SEAL]

Tabitha Franks
Notary Public Signature

TABITHA FRANKS
Notary Public, State of Texas
Comm. Expires 02-02-2026
Notary ID 133566586

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
WINSTEAD PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
rburton@winstead.com

ATTACHMENT 1

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Declaration of Covenants, Conditions and Restrictions for Riverbend at Double Eagle, recorded as Document No. 202216426, Official Public Records of Bastrop County, Texas.
2. Riverbend at Double Eagle Community Manual, recorded as Document No. 202301417, Official Public Records of Bastrop County, Texas.
3. First Amendment to Declaration of Covenants, Conditions and Restrictions for Riverbend at Double Eagle, recorded as Document No. 202307831, Official Public Records of Bastrop County, Texas.
4. Riverbend at Double Eagle Adoption of Working Capital Assessment, recorded as Document No. 202309784, Official Public Records of Bastrop County, Texas.
5. Riverbend at Double Eagle Residential Community, Inc. Declarant Removal and Appointment of Directors, recorded as Document No. 202309772, Official Public Records of Bastrop County, Texas.
6. Riverbend at Double Eagle First Supplement to Community Manual, recorded as Document No. 202318603, Official Public Records of Bastrop County, Texas.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
KRISTA BARTSCH, County Clerk
Bastrop Texas
June 09, 2025 09:59:22 AM
FEE: $33.00
202509751

After Recording Return To:
Robert D. Burton, Esq.
Mark D. Grobmyer, Esq.
Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
Email: rburton@winstead.com
mgrobmyer@winstead.com

RIVERBEND AT DOUBLE EAGLE

NOTICE OF DECLARANT DESIGNATION OF HOMEBUILDER

Bastrop County, Texas

Declarant: **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Riverbend at Double Eagle, recorded under Document No. 202216426, Official Public Records of Bastrop County, Texas, as amended.

RIVERBEND AT DOUBLE EAGLE

NOTICE OF DECLARANT DESIGNATION OF HOMEBUILDER

This Notice of Declarant Designation of Homebuilder (the "**Notice**") is made and executed by **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company (the "**Declarant**"), and is as follows:

1. **Homebuilder.** Pursuant to Article 1 of that certain Declaration of Covenants, Conditions and Restrictions for Riverbend at Double Eagle, recorded in Document No. 202216426, in the Official Public Records of Bastrop County, Texas (the "**Declaration**"), a "Homebuilder" is an Owner (other than Declarant) who acquires a Lot for the construction of a single-family residence for resale to a third party.

2. **Designation.** Declarant hereby designates DFH Coventry, LLC, a Florida limited liability company, as a "Homebuilder" for all purposes under the Declaration.

3. **Capitalized Terms.** Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning ascribed to such terms in the Declaration.

[*SIGNATURE PAGE TO FOLLOW*]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company

By: _____
Printed Name: Kyle Davison
Title: Region President

THE STATE OF ~~TEXAS~~ Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me this 5th day of June, 2025, by Kyle Davison, Region President of **MERITAGE HOMES OF TEXAS, LLC,** an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public Signature

REBECCA BOGARD
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 524661
Expires March 16, 2026

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
February 19, 2026 02:00:14 PM 202602537
FEE: $37.00

AMENDED MANAGEMENT CERTIFICATE OF DER RESIDENTIAL COMMUNITY, INC.

This document supersedes all previous Management Certificates. The undersigned, being an officer of DER Residential Community, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the Subdivision: Double Eagle Ranch

2. The name of the Association: DER Residential Community, Inc., a Texas nonprofit corporation.

3. The recording data for the Subdivision:

   Subdivision Plat Establishing Section 1 for Double Eagle Ranch recorded at Pages 1-6, 102-A, 102-B, 103-A, Plat Records of Bastrop County, Texas.

   Notice of Applicability for Double Eagle Ranch recorded under Document No. 201807135, Official Public Records of Bastrop County, Texas.

   Notice of Applicability Section 2 for Double Eagle Ranch recorded under Document No. 201903599, Official Public Records of Bastrop County, Texas.

   Notice of Applicability Section 3 Phase A for Double Eagle Ranch recorded under Document No. 202007446, Official Public Records of Bastrop County, Texas.

   Notice of Applicability Section 3 Phase B for Double Eagle Ranch recorded under Document No. 202201744, Official Public Records of Bastrop County, Texas.

   Notice of Applicability Section 4 for Double Eagle Ranch recorded under Document No. 202203744, Official Public Records of Bastrop County, Texas.

   Community Manual for Double Eagle Ranch recorded under Document No. 201807118, Official Public Records of Bastrop County, Texas.

4. The recording data for the Declaration:

   Development Area Declaration for Double Eagle Ranch recorded under Document No. 201807155, Official Public Records of Bastrop County, Texas.

   First Amendment Development Area Declaration for Double Eagle Ranch recorded under Document No. 201808249, Official Public Records of Bastrop County, Texas.

Declaration of Covenants, Conditions and Restrictions for Double Eagle Ranch recorded under Document No. 201807155, Official Public Records of Bastrop County, Texas.

First Amendment Declaration of Covenants, Conditions and Restrictions for Double Eagle Ranch recorded under Document No. 202110973, Official Public Records of Bastrop County, Texas.

Bylaws for Double Eagle Ranch recorded under Document No. 201807118, Official Public Records of Bastrop County, Texas.

Fine and Enforcement Policy for Double Eagle Ranch recorded under Document No. 201807118, Official Public Records of Bastrop County, Texas.

Assessment Collections Policy for Double Eagle Ranch recorded under Document No. 201807118, Official Public Records of Bastrop County, Texas.

Records Inspection, Copying, and Retention Policy for Double Eagle Ranch recorded under Document No. 201807118, Official Public Records of Bastrop County, Texas.

Design Guidelines for Double Eagle Ranch recorded under Document No. 201807128, Official Public Records of Bastrop County, Texas.

Notice of Applicability for Double Eagle Ranch recorded under Document No. 201807135, Official Public Records of Bastrop County, Texas.

Deed without Warranty for Double Eagle Ranch recorded under Document No. 201807151, Official Public Records of Bastrop County, Texas.

5. The name and mailing address of the Association: DER Residential Community, Inc., c/o Lifetime HOA Management, 18585 Sigma Rd., Ste. 104 San Antonio, TX 78258

6. The name, mailing address, telephone number and email address of the Association's Designated Representative:

   Lifetime HOA Management, LLC, 18585 Sigma Rd., Ste. 104, San Antonio, TX 78258, Phone: (210) 504-8484; Email: Contact@LifetimeHOAManagement.com.

7. Website where Dedicatory Instruments of the Association are located:

   Website: https://lifetimehoamanagement.com
   Homeowner must register onto the Homeowner Portal to Access.

8. Fees charged by the Association for a property transfer within the Subdivision:

Per lot is due to Lifetime HOA Management at the closing of the sale of each lot Owner to Owner Sale:

- Administrative Transfer Fee: $200

- Resale Certificate Package:
  - 5 business day turn around: $375
  - 3 business day turn around: $375 plus Rush Fee of $110
  - 1 business day turn around: $375 plus Rush Fee of $135

- Statement of Account Only:
  - 5 business day turn around: $200
  - 3 business day turn around: $325
  - 1 business day turn around: $335
  - **Update for Statement of Account is Free up to 14 days.**

Prospective purchasers are advised to independently examine the Declaration, Bylaws, Design Guidelines and all other dedicatory instruments of the Subdivision and Association prior to purchase.

[Signature Page to follow]

EXECUTED to be effective on the date this instrument is Recorded.

DER Residential Community, Inc.,
a Texas non-profit corporation

By: _____
Name: Stephanie Felan
Title: Managing Agent

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on 19 day of February 2026, by Stephanie Felan, the Managing Agent of DER Residential Community, Inc.., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

_____
Notary Public Signature

MIKAELA LEWIS
Notary ID #134407033
My Commission Expires
June 14, 2027