

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF BLANCO §

WHEREAS, on August 24, 1976 First Service Corporation, as Declarant executed

that Certificate Declaration of Covenants, Conditions and Restrictions covering that certain

property designated Pedernales Ranch Estates a subdivision in Blanco County, Texas as

said subdivision is shown on the plat recorded in the Plat Records of Blanco County, Texas

in Book 1, Page 61-66 (hereinafter sometimes referred to as subdivision). Said Declaration

of Covenants, Conditions and Restrictions is recorded in Volume 91, Page 904 et seq of

the Real Property Records of Blanco County, Texas, and said Declaration of Covenants,

Conditions and Restrictions was corrected by instrument dated September 30, 1976,

recorded in Volume 92, Page 272 et seq of the Real Property Records of Blanco County,

Texas.

WHEREAS, the said First Service Corporation no longer owns property in the

referenced said and the current owners thereof are desirous of making certain

amendments to said Declaration of Covenants, Conditions and Restrictions (hereinafter

referred to collectively as Declaration); and

WHEREAS, said Declaration provides that to amend such Declaration, the

agreement in writing by the owners of at least seventy-five percent (75%) of the subdivision

lots based upon one vote for each tract owned is required;

WHEREAS, the undersigned are owners of at least seventy-five percent (75%) of

such lots, and each of the undersigned as evidenced by our signatures on our ballot pages

attached hereto hereby declares that the referenced Declaration of Covenants, Conditions

and Restrictions be and are hereby amended and restated to read as follows: .

ARTICLE I. PURPOSES OF RESTRICTIONS, APPLICABILITY,  
COVENANTS RUNNING WITH THE LAND

Section 1. The purpose of these covenants, conditions and restrictions is: to

enhance and protect the value, attractiveness and desirability of the tracts within the

subdivision, and to maintain a rural low-density residential character within the subdivision.

Section 2. The undersigned hereby declare that all of the real property within the

subdivision, or which is subject to the terms hereof, and each and every part thereof shall

be held, sold and conveyed only subject to the following easements, covenants, conditions

and restrictions which shall constitute covenants running with the land and shall apply to

the use occupancy and conveyance of all of such property and shall be binding on all

parties having any right title or inherence in and to such property or any part thereof, their

heirs, successors and assigns, and which easements, covenants, conditions and

restrictions shall inure to the benefit of each Owner thereof, and each Contract or Deed

which may be executed with regard to any of such property shall be conclusively held to

have been executed, delivered and accepted subject to the following:

## ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to the Pedernales Ranch Estates

Property Owners Association, its agents, contractors, successors and assigns.

2

Section 2. "Common Area" shall mean the Tract 23 of the subdivision (called

Community Park on the subdivision plat) and any and all other real property (including

improvements thereto) leased, owned or maintained by the Association for the common

use and enjoyment of the owners. The right to use and enjoy the common area shall not

be separated from ownership of tracts within the subdivision (except as hereinafter set out

for non payment of assessment or infraction of rules) but shall be automatically transferred

with such tracts. Contract Sellers may delegate his/her or their right of use and enjoyment

to the common area to his/her or their contract Buyer(s).

Section 3. "Executive Committee" shall mean the President, Vice-President,

Secretary/Treasurer of the Pedernales Ranch Estates Property Owners Association.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep

buildings, roads, landscaping, lighting, and other related improvements and fixtures in a

condition comparable to their original condition, normal wear and tear excepted.. .

Section 5. "Member" shall mean every person or entity who holds membership in

the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a Deed of Trust.

Section 7. "Mortgagee" shall mean a holder of a mortgage or a beneficiary under

or holder of a Deed of Trust.

Section 8. "Owner" shall mean the record owner, whether one or more persons or

entities, of fee simple title to any tract which is a part of the property, but shall not include

those holding title merely as security for performance of an obligation. Sellers under

contracts for deed shall be considered to be the Owner for all purposes of these

3

restrictions. Such Sellers may permit their purchases to exercise voting rights by written

notification to the association.

Section 9. "Subdivision" shall mean all property within Pedernales Ranch Estates

as shown on the plat recorded in Book 1, Pages 61-66 of the Plat Records of Blanco

County, Texas such additions thereto as may be brought within the jurisdiction of the

Association as hereinafter provided.

Section 10. "Tract" shall mean any separate plot of land shown on the recorded

subdivision map referred to above as a tract and any re-subdivided tract. No tract may be

divided, re-subdivided, partitioned or otherwise altered in size, unless such re-subdivided

unit shall be at least ten (10) acres in area.

#### ARTICLE III. EASEMENTS AND PRIVATE ROADS

Section 1. Private roads and easements for installation and maintenance of utilities

and drainage are shown on the recorded subdivision map and the Public Utility Dedication

filed of record in Volume 91, Page 899 'of the Blanco County, Texas, Deed Records.

Within such easements and private roads, no structure, planting or other material shall be

placed or permitted to remain which may damage or interfere with the installation and

maintenance of utilities, or which may damage, interfere with, or change the direction or

flow of drainage facilities in the easements, or which may interfere with passage along

such private road. The easement area of each tract and all improvements therein shall be

continuously maintained by the Owner of such lot, except for improvements for

maintenance of which a public authority or utility company is responsible. Following the

effective date of this amended Declaration, all improvements, structures and plantings to

4

be placed in such easement areas must receive prior approval of the Executive Committee

in the same manner provided for new construction below. Small plantings such as flowers,

grass, easily removable shrubs and the like do not require Executive Committee approval.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or

maintained on any such easement, reservation, or right of way, and such easements,

reservations, and rights of way shall at all times be open and accessible for use by all

owners, their guests, agents, invitees and others authorized by them and for use by all

police, fire protection ambulances and other emergency vehicles and to garbage and trash

collection vehicles, utility company vehicles and other service vehicles in the performance

of their duties. There shall be no gates placed within any easement area except as may

be placed at the entrance(s) to the subdivision or at the entrance to the common area by

the Association.

Section 3. The Association shall have the right to regulate and establish reasonable ..

rules and regulations for the use of the roads within the subdivision to ensure safety and

uniformity and prevent violations of this Declaration.

Section 4. The private roadways designated on the plat of the subdivision are for

the private use and benefit of the owners of the tracts within the subdivision.

Such roadways have been dedicated to the use of such owners of tracts within the

subdivision for the purposes of ingress and egress within the subdivision and the same is

hereby ratified and confirmed by the undersigned.

#### ARTICLE IV. USE RESTRICTIONS

Section 1. All tracts within the subdivision (excluding Common Area) shall be used

5

primarily for single-family residential purposes only. Except as hereinafter provided, no

Owner shall occupy or use any tract for any primary purpose other than as a private

residence for the Owner (or contract Buyer), his family, guests and tenants.

Section 2. Any non-residential use, home offices or home businesses whether for

profit or not shall be permitted only on the following conditions:

1. That such use is not the primary use of the tract; the primary use must be

residential; .

2. That any structure utilized for such business shall not appear non-residential

in design and shall not be larger in size than 3/4 of the primary residence

located on the tract;

3. That the activities or business conducted shall not be such as to generate

traffic by customers, attendees, vendors, or the like through the subdivision

or to any tract;

4. Without limitation of the foregoing, non-single family residential structures

and uses specifically prohibited are multi-family structures for rentals,

structures to accommodate group or camp activity or the accommodation of

groups. It is understood that this restriction does not prohibit any Owner

from hosting an occasional meeting or party, or leasing his entire property on

a long-term or occasionally 'on a short-term basis for residential purposes.

Section 3. Any dwelling constructed on said tracts must have a floor area of not

less than 800 square feet, exclusive of open or screened porches, terraces, basements,

patios, driveways, carports and garages, and shall be constructed of at least standard

frame construction. The primary residence shall be the first structure built on any tract ..

except as provided in Section 5 below.

Section 4. No structure shall be built, erected, located or placed in the property

without prior written authorization of the association's Executive Committee, which shall

have right and authority (as outlined below) to control the architectural design, color and

6

placement of any structure within a tract.

Section 5. No structure of a temporary character, trailer, mobile home,

manufactured home, basement, tent, shack, garage, or other outbuilding shall be used on

any tract at any time as a residence, either temporarily or permanently, except as

specifically provided herein. Outbuildings shall be permitted in the subdivision if



constructed of material comparable to the primary dwelling residence located on the

property. Prior to the erection of a permanent residence on the tract, the Owner of such

tract may use such tract for vacation or recreational purposes, and in connection with such

vacation or recreational use, the Owner may temporarily place a trailer, camper or other

recreational vehicle on such tract for a period of time not to exceed a total of one year,

unless the Association shall authorize an additional definite period of time. Any such

authorization shall not constitute a waiver of this provision, regardless of how often

granted. In no event may any mobile home or manufactured home be placed upon any "

tract nor may any trailer, camper or other recreational vehicle be used as a permanent

residence.

Section 6. No signs of any character shall be allowed on any tract except: (a) one

sign of not more than ten square feet advertising the property for sale or rent, (b)

temporary signs directing owners' guests placed only on the day of an event permitted by

these restrictive covenants, (c) signs identifying properties placed at the entrance to each

tract identified provided that the same shall not exceed a total of ten (10) square feet or be

placed higher than ten (10) feet, (d) temporary signs of not more than 10 square feet

identifying contractors placed on while performing work on the property upon which the

sign is placed. The Association shall have the right to remove any sign not complying with

the provision of this section, and in so doing shall not be liable for any tort arising from such

removal. Any owner desiring to place a sign varying from the above provisions may apply

to the Executive Committee which shall review such request within 30 days of submittal

and shall either grant or deny the placement of the requested sign. A grant may be based

on conditions including time limits. The Executive Committee's decision is final. Failure

to grant a requested sign placement shall be deemed to be a denial.

Section 7. No quarrying or mining operations for commercial purposes shall be

permitted on a lot, nor shall tunnels, mineral excavations, or shafts be permitted on any lot.

However, notwithstanding the above, the Association may remove material from any area

owned or controlled by it for the purpose of road construction and may remove material

from the common areas or may buy such material from any tract Owner for the purpose

of maintaining the private roadways or erecting or maintaining improvements upon or within

the common area.

Section 8. No tract shall be used or maintained as a dumping ground for rubbish

or trash, and no garbage or other waste shall be kept except in sanitary containers. All

other equipment for the storage and disposal of such materials shall be kept in a clean and

sanitary condition. Burning of household trash shall be permitted only if done in

compliance with statutes, rules, regulations of the State of Texas.  
Burning of trash shall

be carefully controlled so as not to create a hazard or nuisance to  
other tracts.

Section 9. Animals, livestock, or poultry may be kept, bred, and  
maintained on any

tract under the following conditions:

8

No animals of any type shall be allowed to run loose.

A. All horses, cattle or other livestock shall be kept enclosed by a  
suitable fencing

of the tract.

B. The premises shall be maintained in a clean, sanitary manner and in  
such a

manner as to prevent health hazards and shall not be offensive to the  
neighboring tracts.

Section 10. No vehicle, equipment, trailer, tent, boat or the like  
shall be parked,

stored or permitted to remain on any tract except if placed within an  
enclosed structure or

screened area which prevents the view thereof from adjacent tracts or  
street. No stripped

down, wrecked or junked trailers, boats, recreational vehicles or  
other motor vehicles or

machinery or equipment shall be maintained on any tract. No  
dismantling or assembling

of any vehicle, equipment, trailer or recreational vehicle shall be  
permitted in any area

visible from the street or adjacent tracts, or on any common area or  
easement (road) area

except on an emergency basis for no longer than 72 hours.

Section 11. No commercial broadcast tower shall be erected, installed or

maintained within the subdivision. No antenna shall be erected which exceeds 75' in

height. Antenna, ground satellite dishes, other electronic equipment, solar equipment,

generators and the like shall be placed on a tract so as to be as unobtrusive as possible

from the standpoint of visibility from a road or adjacent tract and interference with reception

within the subdivision.

Section 12. All owners shall provide for the disposal of waste materials through a

septic tank system or other waste disposal approved by the appropriate governmental

authority, or in the failure of such authority to act, by the Association through its Executive

9

Committee. An Owner shall submit a plan with regard to such septic tank to such

appropriate governmental authority or to the Association as the case might be, prior to the

commencement of the construction of any permanent improvements. All systems shall

comply with Blanco County and/or State of Texas laws and regulations in effect at the time

of construction.

#### ARTICLE V. OWNERS' OBLIGATIONS

Section 1. Each Owner shall, at his sole cost and expense, repair and maintain his

residence, keeping the same in a condition comparable to the condition of such residence

at the time of its initial construction, excepting only normal wear and tear.

Section 2. Grass, weeds and vegetation shall not be allowed to create an unsightly

appearance or hazard to any tract. In keeping with the rural residential character of the

neighborhood, native and rural grasses and vegetation shall be permitted; it is the intent

of this section to prevent unsightly hazardous growth but not require constant maintenance

of the same. Fences must be maintained; and no objectionable or unsightly usage of lots,

for example, storage of junk or building materials, shall be permitted which is visible from

adjoining tracts or public view.

Section 3. No Owner may perform or cause to be performed any act which would

alter or change the course of natural drainage within the subdivision in any manner which

would divert, increase, accelerate or impede the natural flow of water, nor shall any Owner

place, store or permit to accumulate trash, garbage, leaves, limbs, or other debris within

or upon any creeks, river or drainage way within the subdivision.

10

#### ARTICLE VI. PEDERNALES RANCH ESTATES

##### PROPERTY OWNERS ASSOCIATION

Section 1. Every Owner of a tract shall be a member of the Association;

membership shall be appurtenant to and may not be separated from ownership of a tract.

Section 2. With regard to all matters for which Association membership votes are

required, owners shall be entitled to one vote for each acre owned within the subdivision

(acreage shall be as set out in the subdivision plat and rounded to the nearest whole acre).

The votes for anyone tract shall be cast as a whole (no splitting of votes). When more

than one person or entity holds an interest, all of such persons or entities shall be members

of the association, and jointly and severally liable for adherence to these restrictive

covenants, and the vote belonging to their respective tract shall be exercised as they may

determine among themselves. All properly re-subdivided tracts shall be treated as though

it were an original tract shown on the subdivision plat for all purposes of these

Declarations. Unless otherwise provided herein, all Association (membership) votes shall

require majority approval, regardless of the number of members which may attend any

meeting of the association.

Section 3. The Board of Directors of the Association shall consist of a three (3)

member Board of Directors for the members who shall serve until December 31st of each

calendar year, on a staggered basis set by the association's Board of Directors at least 30

days prior to December 31 of each year, the members of the Association shall meet for the

purpose of electing a Board of Directors for the upcoming year. Election shall be by the

highest number of votes cast on a non-cumulative basis with all owners having a separate

vote for the number vacancies then existing. Such board of Directors shall have the

powers and duties as may be reasonably necessary to carry out the purposes and duties

of the Association as provided herein. Board of Director votes shall be by majority rule and

shall be subject to such other rules and by-laws adopted by the Owners.

Section 4. The Board of Directors of the Association shall run the day-to-day

business of the association, shall set reasonable rules and regulations for use of common

areas, shall enforce this Declaration and shall maintain common area. The Board shall not

have the right to alter anything in this Declaration, but may exercise its discretion where

permitted.

#### ARTICLE VII. ASSESSMENTS

Section 1. Each Owner of a tract is hereby deemed to agree by acceptance of his

deed for such tract, whether or not it shall be so expressed in his deed, to pay to the

Association annual assessments, special assessments for capital improvements and all

other fees and charges of any kind. Such assessments will be established and collected

as hereinafter provided. No assessments shall be made against common area. The

annual and special assessments, together with interest, costs, and reasonable attorney's

fees, shall be a charge on the land and a continuing lien on each tract against which such

an assessment is made. The assessment year shall run from January 1 to December 31

of each calendar year. Each such assessment, together with interest, costs, and

reasonable attorneys' fees shall also be the personal obligation of the person or persons

who owned the tract at the time the assessment fell due, but such personal obligation shall

not pass to the successors in title of such person or persons unless expressly assumed by

12

them. Any fees, fines and charges not constituting annual or special assessments and

costs and fee related thereto shall not constitute a loan or charge upon the land, but failure

to pay the same may result in loss of use of common area as determined by the Board of

Directors of the association.

Section 2. The annual assessments levied by the Association shall be used to

enforce the provisions of this Declaration, promote the health, safety, welfare and

recreation of the residents of the subdivision, and for the improvement and maintenance

of the common area and the private roadways within the subdivision designated by the

Association, and may include payment of taxes, insurance, clean up costs, outside

professional help and other expenditures determined by the Board of Directors of the

Association. The roads which shall be maintained by the Association currently are:

Trails End, Hilltop, Cactus, Weddle and Lonesome.

Section 3. In addition to the annual assessment authorized above, the Association



may levy in any assessment year, a special assessment applicable to that 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 to the common area or any designated

private roadway. Any such assessment must be approved by a majority of the Association.

Section 4. The Association's Board of Directors shall fix the amount of the annual

assessment against each tract at least 30 days in advance of the due date thereof and

shall fix the dates such amounts become due. Notice of the annual assessments and its

due date shall be sent to every Owner subject thereto. The Association shall, on demand

and for a reasonable charge, furnish a certificate signed by an officer of the Association,

13

setting forth whether the assessment against a specific tract has been paid, and shall, on

or before February 15 of each year, cause to be recorded in the office of the County Clerk

of Blanco County, Texas, a list of delinquent assessments as of this date.

Section 5. The annual assessment may be increased by the Board of Directors by

not more than fifteen percent (15%) above the maximum assessment for the previous year

without a vote (65%) of the owners who are voting in person or by proxy at a meeting duly

called for this purpose. Written notice of any meeting called for the purpose of taking

action under this section or Section 3 above shall be sent to all owners not less than thirty

(30) days or more than sixty (60) days in advance of the meeting called to discuss such

subject. At the first such meeting called the presence of members or proxies entitled to

cast sixty percent (60%) all of the votes of the owners shall constitute a quorum. If the

required quorum is not present, another meeting may be called with the same notice

requirement within sixty (60) days of the first meeting, and the required quorum at the

subsequent meeting shall be ~ of the sixty percent (60%). No second subsequent

meeting shall be called and the proposed assessment shall fail for that entire calendar

year.

Section 6. Any assessment not paid within thirty (30) days after the due date shall

be deemed in default and shall bear interest from the due date at the highest legal rate of

interest permitted by law to be charged to the non paying owner, or if there is no highest

legal rate, then at ten percent (10%) per annum. The Association, acting through its board

of directors, may bring an action at law against the Owner personally obligated to pay the

same, and/or may foreclose the lien against the property. No Owner may waive or

14

otherwise escape liability for the assessments provided for herein by non-use of the

common area or abandonment of his tract. No owner, his family guests, tenants and the

like shall utilize the amenities of the common area (except roads) during any such time as

his assessments are in default.

Section 7. The assessment lien provided for herein shall be subordinate to the lien

of any first mortgage. A sale or transfer of any tract shall not affect the assessment lien.

However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any

proceeding in lieu thereof, shall extinguish the assessment lien as to payments which

become due prior to such sale or transfer. No sale or transfer shall relieve such tract from

liability for any assessments thereafter becoming due or from the lien thereof.

Section 8.

A. To secure the payment of maintenance annual and special assessments and to

ensure compliance with the applicable covenants, conditions, restrictions and

easements set forth herein, each Owner, upon acceptance of his or her deed to

a lot governed by this Declaration conveys the lot to the Trustee hereinafter

named, in trust, for so long as these covenants, conditions, restrictions and

easements shall remain in effect, such conveyance operating as a Special Deed

of Trust. If an Owner fails to tender payment of maintenance assessments or

reimbursements when due, or if an Owner fails to perform any of the Obligations

under or maintain any condition required by this Declaration, the Association

may perform those and be reimbursed by the Owner on demand for any sums

so advanced, including attorney's fees, plus interest on those sums from the

dates of payment at the highest legal rate permitted by law for the Owner, or if

there is no highest legal rate, then at ten percent (10%) per annum. The sum

to be reimbursed shall be secured by this Special Deed of Trust.

B. If the Owner fails on demand to reimburse the Association for the sums

advanced or for the assessments owed, and such failure continues after the

Association gives the Owner notice of the failure by law or by written agreement,

then the association, as the Beneficiary of this Special Deed of Trust, may:

1. Request the Trustee appointed herein, or his successor, to foreclose

15

the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

2. Purchase the lot at any foreclosure sale by offering the highest bid

and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the association.

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

1. Either personally or by agent give notice of the foreclosure sale as

required by, Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;

2. Sell and convey the lot to the highest bidder for cash with a general

warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

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

A. Expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;

B. To the association, the full amount advanced, attorney's fees, and other charges due and unpaid;

C. Any amounts required by law to be paid before payment to the Owner; and

D. To the Owner, any remaining balance.

D. Pat McGowan, Attorney at Law, is appointed Trustee for the purpose of

enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The

Association, as Beneficiary, may appoint a substitute or successor trustee,

succeeding to all rights and responsibilities of the Trustee appointed herein, by

filing an appropriate designation of substitute trustee among the Real Property

Records of Blanco County, Texas.

E. From and after any such foreclosure, the occupants of such lot shall be required

to pay a reasonable rent for the use of such lot and such occupancy shall

constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be

16

entitled to the appointment of a receiver to collect such rents and, further, shall

be entitled to sue for recovery of possession of such lot by forcible detainer

without further notice.

F. It is the intent of the provisions of this Section to comply with the provisions of

Texas Property Code Section 51.002 as may be amended hereafter, and, which

amendment(s) is (are) applicable hereto. The President of the association,

acting without joinder of any Owner or mortgagee of any Owner, may, by

amendment to this Declaration filed in the office of the County Clerk of Blanco

County, Texas, amend the provisions hereof so as to comply with said

amendments to Section 51.002.00 or any statute amending or replacing it.

G. Any liens created by this Declaration shall be superior to all other liens and

charges against any lot covered hereby except only for tax liens and all sums

secured by a mortgage or deed of trust lien of record, securing in either instance

only sums borrowed for the purchase or improvement of the lot in question.

#### ARTICLE VIII. RE-SUBDIVISION AND ARCHITECTURAL CONTROL

Section .1. Following the effective date of this Declaration, all tract re-subdivisions

shall be registered with the association, and the Association shall establish a separate tract

in its records with regard to such re-subdivided tract. The re-subdividing Owner shall

submit a legal description of the re-subdivided portion, and the name and address of all

owners thereof.

Section 2. No tract may be divided, re-subdivided, partitioned or otherwise altered

in size unless such re-subdivided portion shall be at least ten (10) acres in area.

Section 3. The Association shall prepare a voting map of the subdivision, which

shall not be required to be to scale or officially surveyed reflecting all re-subdivisions

existing as of effective date of this amended Declaration, which shall constitute the official

map for voting purposes. Owners are responsible for providing sufficient information to the

Association to enable it to keep the official map up to date. No re-subdivisions occurring

17

within sixty (60) days prior to any then relevant action of the Association shall be

recognized by the Association as to that particular action.

Section 4. The Pedernales Ranch Estate Property Owners Association is dedicated

to maintaining the rural residential nature and to protecting the value of property of the

subdivision, by assuring that all structures erected are appropriate to the area and do not

violate the use provisions of this Declaration. It is not the intent hereof to closely regulate

matters of taste, internal design, selection of materials or construction technique. To this

end the association, through its Executive Committee, is given authority as an Architectural

Control Committee to review the following:

A. Compliance with all provisions of this Declaration;

8. Compliance with any applicable governmental rules or regulations;

C. Placement upon a tract so as to observe a reasonable setback from roadways

and adjoining tracts, taking into consideration the shape and terrain of the land,

which setbacks may be different for each Tract;

D. Scale, height and bulk of proposed structures as will be consistent with rural

residential setting;

E. Compatibility of exterior design to preserve the serenity and natural beauty of the

subdivision.

Section 5. No structure shall be erected, constructed, placed, altered either by

addition or deletion, maintained or permitted to remain in any portion of a tract until plans

and specifications, in such form and detail as the Executive Committee may deem

necessary shall have been submitted to and approved in writing by such committee. The

decision of the Committee is conclusive and binding upon the applicant. The Committee

may disapprove the proposed structure of in its sole judgement, such disapproval is



required to protect the values within the subdivision and promote the goals expressed in

this Declaration, or protect adjoining tracts from a reasonable interference. Prior

judgements regarding any particular submission shall not find future decisions if the

Committee determines that repetition of such matters is not in the best interest of the

subdivision.

Section 6. The Owner must submit a design plan which will adequately reflect to

the Committee the proposed structure in the opinion of the committee, and shall include

a to-scale placement of the proposed structure in a plat plan of the tract.

Section 7. Upon submission which shall not be considered to be complete until an

adequate description and depiction of the project is submitted. The Committee shall notify

an owner within 7 days following submission if the submittal is inadequate for action. The

Committee shall approve or disapprove the project within a time limit established by the

Board of Directors of the Association, and if not acted upon within such time shall be

deemed to be approved. The Committee' may approve or disapprove in whole or in part,

conditionally or unconditionally, and reject the balance.

Section 8. No member of the associations Committee or the Committee as a whole

shall be liable in damages or otherwise to anyone submitting plans for approval or to any

Owner of land affected thereby or by this Declaration by reason of mistake in judgement,

negligence or nonfeasance arising out of or in connection with the approval, disapproval

or failure to approve or disapprove any such plans.

#### ARTICLE IV. GENERAL PROVISIONS

Section 1. The Association, or any Owner shall have the right to enforce, by any

19

proceeding at law or in equity, all restrictions, conditions, covenants, easements

reservations, liens, and charges now or hereafter imposed by the provisions of this

declaration. Failure by the Association, or by any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the rights to do so

thereafter. Additionally, it is specifically agreed that any variances from the terms hereof,

granted by the Association or any structure which is in existence prior to the effective date

of this Declaration which does not conform to the provisions hereof, shall not set

precedence for future actions but shall be limited to each case. No owner may use the

existence of the same to require the waiver or to defeat or weaken any provision of this

Declaration.

Section 2. Invalidation of anyone of these covenants or restrictions by judgement

or court order shall in no way affect any other provisions, which shall remain in full force

and effect.

Section 3. The obligation to abide by the provisions contained in this Declaration

.shall be deemed to be continuing and continual. Each and every day an Owner allows a

condition to continue or exist on his lot which is not in compliance with the requirements

hereof shall constitute a separate and individual violation and shall give rise to a new

cause of action for such or each. Every Owner, hereby waives the affirmative defense of

the statute of limitations, waiver and laches with respect to violations of this Declaration.

Non-compliant conditions shall be allowed to exist on an tract only upon the Owner

obtaining a written variance from the other Owners in the same manner as is required for

amendment of this Declaration. Failure of the Association or of any Owner to enforce the

20

terms of this Declaration shall in no event be deemed a waiver of the right to do so

thereafter.

Section 4. In the event arbitration, mediation or litigation is necessary to enforce

any provisions hereof, any and all awards granted by the arbitrator, or damages, penalties,

fees, costs and/or any other charges including attorney's fees awarded shall also

constitute an assessment which shall likewise run with the land, and have the same priority

as an annual assessment lien and shall be enforceable by non-judicial foreclosure or

otherwise.

Section 5. No breach of any of the conditions herein contained or reentry by reason

of such breach shall defeat or render invalid the lien of any mortgage made in good faith

and for value as to the subdivision or any tract therein; provided, however, that such

conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's

sale, or otherwise.

Section 6. The covenants and restrictions of this Declaration shall run with and bind

the land, and shall inure to the benefit of and be enforceable by the Association or any

Owner and all parties and persons claiming through and under them until January 1, 2025,

and thereafter shall be automatically extended for additional periods of ten (10) years each,

unless and until an instrument executed by the then owners of at least sixty-five per cent

(65%) of the land within the subdivision based upon the voting method described in Article

VI above, has been recorded in the Deed Records of Blanco County, Texas agreeing to

change and/or terminate this Declaration in whole or in part, which change, amendment

or termination may occur at any time, even within the initial period hereof.

21

Section 7. Whenever written notice to an Owner or Owners is permitted or required

hereunder, the same shall be given by mailing it to the Owner at the address of such

Owner appearing on the records of the Association unless such Owner has given written

notice to the Association of a different address, in which event such new address shall be

used if received by the Association prior to the mailing of any such notice. Notice shall

conclusively be deemed to have been given by the Association by placing same in the

United States mails, properly addressed, postage prepaid, whether received by the

addressee or not.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions

is agreed to and adopted by the undersigned, and the same is evidenced by separate

ballot and signature pages which are attached to this one instrument for convenience and

recording.

This Declaration shall be effective on the 30th day of September 1999.