

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

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS DECLARATION, made on the date and year below written, by Malcolm B. Levi, Jr., a resident of Travis County, Texas, hereinafter referred to as the “Declarant”.

W I T N E S S E T H:

ARTICLE I  
DEFINITIONS

1.01 Additional Dwelling Unit shall mean a single family residence, which shall provide complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating and cooking.

1.02 Annual Maintenance Charges shall mean the assessment made and levied by the Board against each Owner and such Owner’s Lot in accordance with the provisions of these Restrictions.

1.03 Architectural Control Committee shall mean the committee created pursuant to Article VI hereof. Such Architectural Control Committee shall hereinafter sometimes be referred to as the “ACC” or the “Committee”.

1.04 Architectural Control Committee Rules shall mean such as adopted by the ACC pursuant to the authority contained in Article VI hereof. Such rules shall hereinafter be referred to as the “ACC Rules”.

1.05 Articles of Incorporation shall mean the Articles of Incorporation of the Association.

1.06 Association shall mean Paleface Ranch Association, Inc., a Texas nonprofit corporation, its successors and assigns.

1.07 Board or Board of Directors shall mean the Board of Directors of the Association elected by the Association in accordance with the provisions of these Restrictions.  
{Amended 05/12/2023}

1.08 Bylaws shall mean the Bylaws of the Association.

1.09 Commencement of Construction shall mean for each Lot in the Subdivision the first on-site work for construction, including, but not by way of limitation, clearing of trees, excavation or site preparation for the purpose of foundation.

1.10 Declarant shall mean Malcolm B. Levi, Jr., his duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of a Declarant must be expressly set forth in writing, and the mere conveyance of a portion of the Property without written assignment of the rights of a Declarant shall not be sufficient to constitute an assignment of the rights of a Declarant hereunder.

1.11 Declaration shall mean the covenants, conditions and restrictions herein set forth in the entire document, as the same may be from time to time amended.

1.12 Development Plan shall mean the plan for development of a Lot which is required to be submitted to the ACC pursuant to Section 3.02 and Article VI hereof.

1.13 Dwelling Unit shall mean the initial single family residence constructed on any Lot, which shall provide complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating and cooking.

1.14 Exterior Area shall mean the portion of the Lot not covered by a Dwelling Unit.

1.15 Family and Single Family Residence shall have the meaning usually ascribed to those terms in the context in which they appear herein.

1.16 Improvement(s) shall mean anything erected, constructed, placed, laid or installed in, on or over the Property, including but not limited to Dwelling Units, Additional Dwelling Units, buildings, outbuildings, storage sheds, garages, porches, patios, decks, stairs, fences, walls, swimming pools, tennis courts, barns, stables, runs, pens, enclosed riding areas (covered or uncovered), signs, poles, antennas, tanks, exterior heating or air conditioning equipment, driveways, streets, parking areas, walks, water supply and sewage disposal systems, and landscaping of every kind and type.

1.17 Lot shall mean, with the specific and sole exception of Lot 40 of Paleface Ranch Subdivision Section 1, Lot 46 of both Paleface Ranch Subdivision Section 2A and Paleface Ranch Subdivision Section 2B, and Lot 28 of Paleface Ranch Subdivision Section 3, each and every other parcel of land shown as a lot on a recorded Subdivision or Resubdivision Plat of the Property and designated on such Plat by a separate number and/or letter.

{Amended 02/08/1996}

{Amended 06/12/1996}

1.18 Owner shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any Lot. Owner shall include a purchaser of a Lot under an executory contract for deed. Owner does not include persons or entities who hold interest in any Lot merely as security for the performance of an obligation. If any Lot is leased, the term Owner shall include lessees.

{Amended 05/12/2023}

1.19 Pedernales River Access Easement shall mean the easement that was conveyed by the Declarant to the Association which is from the Private Street to the Pedernales River for access to and use of a ramp and boat launch area.

{Amended 05/12/2023}

1.20 Private Street or Street shall mean the access easement over the across Lot 40 of Paleface Ranch Subdivision Section 1, Lot 46 of both Paleface Ranch Subdivision Section 2A and Paleface Ranch Subdivision 2B, and Lot 28 of Paleface Ranch Subdivision Section 3, together with all improvements located thereon related to the purpose of the easement, which includes the following streets: Oscar Road, Improver Road, Performer Road, Tres Coronas Road, Likeness Road, Envoy Place, Oscar's Echo Road, Successor Road, Replica Road, Indian Divide Road and Indian Divide Cove, all as shown on the plats referred to in Section 1.21 below.

{Amended 02/08/1996}

{Amended 06/12/1996}

1.21 Property shall mean and refer to that certain real property situated in Travis County, Texas, more particularly described as follows:

Paleface Ranch Subdivision Section 1:

Lots 1 through 40, Paleface Ranch Subdivision, Section 1, according to the plat thereof recorded in Book 93, Pages 170 through 173, Plat Records of Travis County, Texas, all amendments and modifications thereto, and all resubdivisions thereof.

Paleface Ranch Subdivision Section 2A and 2B:

Lots 1 through 14, Block B, Lots 1 through 4, Block C, and Lot 46, Paleface Ranch Subdivision, Section 2A, according to the plat thereof recorded in Book 95, Pages 83 through 85, Plat Records of Travis County, Texas, together with Lots 1 through 45, Block A, Lots 15 through 38, Block B, Lots 5 through 16, Block C, and Lot 46, Paleface Ranch Subdivision, Section 2B, according to the plat thereof recorded in Book 95, Pages 86 through 71, Plat Records of Travis County, Texas, all amendments and modifications thereto, and all resubdivisions of either said subdivision.

Paleface Ranch Subdivision Section 3:

Lots 1 through 27, Block A, and Lot 28, Paleface Ranch Subdivision Section 3, according to the plat thereof recorded in Book 97, Pages 24 through 27, Plat Records of Travis County, Texas, all amendments and modifications thereto, and all resubdivisions thereof.

{Amended 02/08/1996}

{Amended 06/12/1996}

1.22 Restrictions shall mean the covenants, conditions, easements, reservation and stipulations that shall be applicable and govern the improvement, use, occupancy and conveyance of all the Lots and Private Street in the Subdivision as set out in this instrument of any amendment thereto.

1.23 Rules and Regulations shall mean the rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

1.24 Subdivision shall mean the Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.

1.25 Visible from Neighboring Property shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property having the same approximate elevation. A neighboring property shall be any Lot having a common lot line or which would have a common lot line except for the intervention of a street, road, right-of-way or easement.

1.26 Supplemental Declaration shall mean any Supplemental Declaration of Covenants, Conditions and Restrictions bringing or adding additional property in Article II hereof. References herein, whether specific or general, to provisions set forth in “any Supplemental Declaration” shall be deemed to relate to all property covered by this or any Supplemental Declaration.

1.27 Subdivision Plat or Plat unless otherwise specifically stated herein shall mean the plats of the Property referred to in Section 1.21, above.

{Amended 02/08/1996}

1.28 Adjacent Lot shall mean (i) a lot that is contiguous to another lot that fronts on the same street; or (ii) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; or (iii) any lot that is contiguous to another lot at the back property line.

{Amended 05/12/2023}

1.29 Residential Purpose shall mean, with respect to the use of a lot, (i) any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (ii) includes a garage, sidewalk, driveway, parking area, children’s swing or playscape, fence, septic system, swimming pool, utility line, or water well.

{Amended 05/12/2023}

1.30 Solar Energy Device shall mean a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

{Amended 05/12/2023}

## ARTICLE II PROPERTY SUBJECT TO RESTRICTION

2.01 General Declaration. Declarant hereby declares that the Property is and shall be held, conveyed, developed, leased, occupied, built or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and protecting the values, desirability

and attractiveness of the Property and every part thereof. All of this Declaration shall run with all of the Property for all of the purposes and shall be binding upon and inure to the benefit of all Owners, other signatories hereto, and their respective heirs, successors, successors-in-interest, and assigns for the period set out in Section 10.06 hereof.

{Amended 05/12/2023}

2.02 Description of Property. The Property subject to this Declaration is all Property described in Section 1.21 hereof or in any Supplemental Declaration at a subsequent time.

{Section 2.03 Supplemental Declaration, previously amended 02/08/1996, was deleted 05/12/2023}

### ARTICLE III LAND DEVELOPMENT

3.01 Single Family Residence. Each Lot in the Subdivision is limited exclusively to use for single family residence purposes only. No Lot shall be used or improved with more than one (1) Dwelling Unit and one (1) attached or detached Additional Dwelling Unit, all in conformity with this Declaration, the ACC Rules, and all applicable Federal, State, County and Municipal laws, rules, regulations, codes or ordinances. If this Section 3.01 is determined to be in conflict with any other Section of these restrictions, this Section shall control.

{Amended 04/07/2006}

3.02 Development Plan. Each Owner Shall be required to submit a detailed Development Plan for approval by the ACC pursuant to the provisions of Article VI hereof prior to commencement of construction of an Improvement or any resubdivision as permitted by Section 5.19 hereof. Each Lot shall be developed, used and maintained in accordance with the Development Plan approved by the ACC. The Development Plan shall include but is not limited to:

- (a) a topographic survey
- (b) a site plan with grades at two foot (2) intervals, showing location of the home, fences, driveways, septic systems and all other Improvements to the Lot. For purposes of paragraphs (a) and (b) of this Section, a copy of the Preliminary Plat may be used.
- (c) for each Dwelling Unit of Additional Dwelling Unit, a set of plans by a registered architect, builder or designer that include a demonstration that the house described by the plans is designed for the specific Lot, in addition to floor plans, foundation plans, building section, landscape plan with external lighting, and specifications including detailed descriptions of all exterior materials and finishes;
- (d) a stakeout on the Lot of the homesite, driveway, septic area and all Improvements to the Lot;
- (e) a landscape plan that encompasses the area between the street and the Dwelling Unit.

3.03 Time for Construction.

(a) Construction and Improvement shall be continuous and proceed in an orderly fashion without interruption, and any Improvement shall be completed in a reasonable time, not to exceed twelve (12) months from the Commencement of Construction.

(b) The foundation for any Improvement shall be completed within forty-five (45) days after the Commencement of Construction.

ARTICLE IV  
IMPROVEMENTS

4.01 Requirements. All Improvements and resubdivisions permitted by Section 5.19 hereof shall be subject to the following requirements and those requirements shown on the applicable Plat of the Property, and each item must be included in the Development Plan submitted and approved in writing by the ACC prior to the Commencement of Construction. Once approved, no Improvement may vary from the Development Plan without further approval of the ACC.

(a) Setbacks. All County and Plat building setback requirements will be observed. Additionally, all front (street) setbacks shall be fifty feet (50') and, except for Lots 13 through 24 of Paleface Ranch Section 3, side setbacks shall be twenty-five (25'). Side setbacks for Lots 13 through 24 of Paleface Ranch Section 3 shall be twenty feet (20').

{Amended 06/10/1996}

(b) Minimum Floor Areas. All Dwelling Units shall have not less than two thousand (2,000) square feet of floor area under roof, including covered porches, balconies, decks or similar use spaces, and shall have not less than sixteen hundred (1,600) square feet of floor area in fully enclosed heated and cooled living space. Additional Dwelling Units shall have not less than twelve hundred (1,200) square feet in fully enclosed heated and cooled living space. The foregoing requirements for space under roof and living space shall be exclusive of garages and any other permitted attached or detached structures whatever.

(c) Height and Location Limitations. The height and location of each Improvement shall be shown on the Development Plan. The ACC shall have the right (but not the obligation) to impose limitations on the height and location of any Improvement to preserve lines of sight and views enjoyed by neighboring Lots. The ACC may, but shall not be required to, prevent or allow the construction of a proposed Improvement based on (i) the effect it will have upon the view from any particular Lot and /or (ii) the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the ACC nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

(d) Limitations on Improvements. All Improvements shall be constructed on site of new materials. Pre-built or rebuilt Dwelling Units and Additional Dwelling Units, including but not limited to house trailers, mobile homes, manufactured or modular homes, kit homes, or old, used, previously owned or remodeled homes are specifically prohibited from being moved on, placed or erected on any Lot. Notwithstanding the foregoing, no provision hereof shall be construed as

specifically prohibiting construction of a log home. The ACC reserves the right to impose additional limitations on all Improvements shown on the Development Plan.

(e) Water Supply and Sewage Disposal. Private water supply and sewage disposal systems may be constructed on any Lot. Private water supply and sewage disposal systems must comply with all requirements of and be approved by all governmental authorities having jurisdiction of such systems.

(f) Roofing Materials. All composition roofing materials used must be a minimum of 240-pound composition material and be fire resistant.

(g) Driveways. Each Lot must be accessible to the Private Street by a driveway suitable for such purposes before the Dwelling Unit located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). The ACC shall approve all elevation and slope requirements for all driveways. All driveways shall be at least twelve feet (12') wide. All culverts shall be installed to Travis County and State of Texas standards in effect at the date of installation.

(h) Tanks. The ACC shall have the right to approve the location of any tank used of proposed in connection with an Improvement, including tanks for storage of fuel, water, oil or gas and including swimming pool filter tanks. All tanks shall be screened so as not to be Visible from Neighboring Property.

(i) Exterior Lighting. The ACC shall have the right to approve the location, number, size and design of all proposed exterior lighting.

(j) Construction of Improvements. No Improvement other than a Dwelling Unit shall be constructed upon a Lot except (i) in conjunction with construction of a Dwelling Unit, or (ii) after a Dwelling Unit has been completed, or (iii) as permitted by Section 4.02 below.

{Amended 05/12/2023}

4.02 Adjacent Lot for Residential Purposes. The Owner of a lot on which a Dwelling Unit is located may use for Residential Purposes an Adjacent Lot owned by the same property owner subject to the following requirement: an Owner must obtain the approval from the ACC before the Owner begins the construction, placement, or erection of a building, structure, or other improvement for the Residential Purpose on an Adjacent Lot.

{Amended 05/12/2023}

4.03 Sale of an Adjacent Lot. An Owner who elects to use an Adjacent Lot for Residential Purposes shall, on the sale or transfer of the lot containing the Dwelling Unit (i) include the Adjacent Lot in the sales agreement and transfer the Adjacent Lot to the new owner under the same dedicatory conditions; or (ii) restore the Adjacent Lot to the original condition before the addition of the improvements to the extent that the Adjacent Lot would again be suitable for the construction of a Dwelling Unit as originally platted and provided for in the conveyance to the Owner. An Owner may sell the Adjacent Lot separately only for the purpose of the construction of a Dwelling Unit that complies with all existing requirements in the dedicatory instrument unless the Adjacent Lot has been restored as described in this section.

{Amended 05/12/2023}

#### 4.04 Fences, Walls and Hedges.

- (a) Each Owner of a dog or dogs allowed outside of a Dwelling Unit while not under direct control shall be required to erect and maintain a fenced enclosure for keeping and maintaining of such dog(s). Such enclosure shall be of reasonable design and construction to adequately contain such dog(s) in accordance with the provisions hereof.
- (b) New fencing erected or constructed as permitted or required by the provisions hereof shall:
  - (i) if for the purpose of either fencing out cattle or restricting movement of equine animals or show calves, be of reasonable design and construction for the intended purpose; and (ii) be approved by the ACC as herein provided.

4.05 Towers and Antennas. No visible antenna or other service for the transmission of reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or otherwise, without prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television or radio signal on any other Lot. No provision hereof shall be construed as prohibiting, and the ACC shall place no unreasonable restraints on, placement and erection of satellite dishes or home television antennas for reception of television signals.

4.06 Temporary Structures; Occupancy During Construction. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building of any kind, shall be used at any time for a residence on the Property, either on a temporary or permanent basis.

4.07 Signs. No sign shall be erected or maintained on any Lot except the following types of signs

- (a) Such signs as may be required by legal proceedings.
- (b) During the time of construction of any building or other Improvement, one (1) job identification sign not larger than three feet by four feet (3' x 4'), having a face area not larger than twelve (12) square feet.
- (c) Not more than two (2) identification signs for a maximum combined total face area of one hundred forty-four (144) square inches, unless otherwise specified by the ACC in its published ACC Rules.
- (d) Such signs, the number, type and size of which have been approved in advance by the ACC of developers or builders.
- (e) One (1) "For Sale" sign to advertise that a Lot and Improvements thereon are being offered for sale and having a face area not larger than six (6) square feet.
- (f) One sign advertising a candidate or measure for an election (1) on or after the 90th day before the date of the election to which the sign relates; or (2) before the 10th day after that election date. The sign cannot be larger than four feet by six feet.

{Amended 05/12/2023}



4.08 Alteration of Improvements. No alterations, repairs, excavations of other work which in any way alters the exterior appearance of any Improvement within the Property from its natural or improved state existing on the date the Lot was first conveyed to the current Owner shall be made or done without the prior written approval of the ACC.

4.09 Solar Energy Devices. Solar panels and solar collection devices must be constructed on (i) the roof of the Dwelling Unit or another approved structure; or (ii) in a fenced yard or patio owned and maintained by the Property Owner. Solar Devices mounted on the roof of the Dwelling Unit or another approved structure shall (a) not extend higher than or beyond the roofline; (b) conform to the slope of the roof; and (c) have a top edge that is parallel to the roofline. Solar Devices in a fenced yard or patio shall not be taller than the fence line. ACC approval is required prior to the installation of any Solar Device.

{Amended 05/12/2023}

4.10 Garages. Each Dwelling Unit shall have, either as an integral part of or attached to the Dwelling Unit or as a separate detached structure, a garage capable of accommodating at least two (2) but not more than four (4) standard size passenger automobiles. All garages shall have a minimum length of 20 feet (20') as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen feet (16') for a two-car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of eight feet (8') in width. All overhead doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. All garages must have garage doors harmonious in quality and color with the exterior of the Dwelling Unit.

## ARTICLE V RESTRICTIONS

5.01 Animals; Household Pets. Except as provided in Sections 5.02 and 5.03 hereof, no animals, including swine, fowl, snakes, naturally wild or exotic animals, sheep, goats, ratites or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pet will be allowed on the Property other than on the Lot of its Owner unless confined to a leash or under voice control. Except as provided in Sections 5.02 and 5.03 hereof, no animal may be maintained, kept, cared for or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. Except as provided in Section 5.02 hereof, no animal shall be allowed to run at large, and all animals shall be kept within an enclosed area, which must be kept clean, sanitary and reasonably free of refuse, insects and waste at all times.

5.02 Bovine Animals. The raising and keeping of show calves shall be permitted subject to those same requirements provided in Section 5.03 hereof for the raising and keeping of equine animals, and each show calf shall be counted as an equine animal for the purposes of the limitation of two (2) equine animals per Lot set out herein. Other than as herein specifically provided, no use of bovine animals shall be permitted on the Property.

{Amended 05/12/2023}

5.03 Equine Animals. The raising and keeping of equine animals shall be permitted only as specifically provided in this Section 5.03. Not more than two (2) equine animals shall be allowed on any Lot. The term “equine animal” as used herein shall not include zebras. A building specifically constructed for housing equine animals (“stable”) shall be provided and shall include for each equine animal an enclosed and covered area (“stall”) having minimum dimensions of twelve feet length by twelve feet width by nine feet height (12’W x 12’L x 9’H). Each stall shall open upon a fenced area (“run”) with a minimum dimension of twelve feet by fifty feet (12’ x 50’), with a minimum height of nine feet (9’) if covered. The stable and run areas shall be constructed in accordance with plans approved by the ACC. The stable and run area must be kept sanitary and reasonably free of refuse, insects and waste at all times. The construction and maintenance of the stable and run areas as well as the raising and keeping of equine animals shall at all times conform to the then current rules and regulations relating to condition or premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority for licensing of riding stables, whether or not such licensing is required. There shall be no continuous open grazing of equine animals. Open grazing of equine animals shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow growth of grasses and will not cause or contribute to soil erosion and/or damage to trees and shrubs. Trees with trunk circumferences larger than twenty-eight inches (28”), measured one foot off the ground at the base of the tree, must be protected if enclosed in a run or an area where grazing is allowed or is close enough thereto where damage to the tree might occur. The Owner of any Lot or Lots used for equine animals shall be responsible for restricting movement of all such equine animals to that Owner’s Lot or Lots.

{Amended 05/12/2023}

5.04 Lot Maintenance. Each Owner shall keep that Owner’s Lot, including setback area, utility easements, drainage easements, or other public or private rights-of-way which traverse such Owner’s Lot of on which such Owner’s Lot abuts, free of trash and other unsightly materials.

5.05 Clothes Drying Facilities. Outside clothes lines or other facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be Visible from Neighboring Property or from streets of highways.

5.06 Hunting; Trapping; Firearms. Hunting, trapping and unlawful discharge of firearms are expressly prohibited within the Property.

{Amended 05/12/2023}

5.07 Dumping. Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

5.08 Waste. The commission of waste is expressly prohibited within the Property.

5.09 Mineral Exploration. No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals, including oil, gas, gravel, rocks, earth or earth substances of any kind, shall be permitted within the Property.

5.10 Business Activities. No business (including, without limitation, childcare), professional, commercial or manufacturing activity all be conducted within the Subdivision; provided that an office or business enterprise in the Dwelling Unit may be allowed, subject to the Board's approval, if no clients, customers or suppliers thereof are received in the Subdivision. The operation or existence of motels, tourist courts, lodging inns, bed and breakfast, vacation rentals, or any other transient housing on any Lot shall be considered a commercial activity in violation of this Section. To the extent that Section 5.18 conflicts with this Section, this Section shall control.

{Amended 04/07/2006}

5.11 Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be carried out on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other party of the Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Lot where audible from neighboring parts of the Property. No use or attendant activity specifically permitted by this Declaration shall ever be considered per se a violation of this Section.

5.12 Garbage. No garbage or trash shall be placed or kept on any Lot except in covered containers of standard type. In no event shall such containers be maintained so as to be Visible from Neighboring Property. All rubbish, trash and garbage shall be removed from Lots and shall not be kept or maintained on any Lot. No garbage or trash shall be permitted to be buried on any Lot at any time.

5.13 Vehicles and Equipment. No bus, truck larger than one (1) ton pick-up, semi-trailer, construction machinery or equipment shall be kept, placed (except during the course or making deliveries for the purpose or loading or unloading or during the course of construction of Improvements), maintained, constructed, reconstructed or repaired on any part of the Property. Motor homes, recreational travel trailers, horse trailers, truck campers, boats, boat trailers, recreational vehicles of any sort or type, tractors, implements and machinery, equipment or tools for property maintenance, hobby or craft purposes must be placed in a fully enclosed permanent structure. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance.

5.14 Emergency or Temporary Maintenance Vehicles. The provisions of this Declaration shall not prevent any emergency vehicle repairs or operation of emergency vehicle, ambulance, etc., within the Property. The provisions of this Declaration shall also not prevent the operation or temporary use of construction trailers, vans or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement.

5.15 Continuing Adequacy of Repair or Maintenance. Each Owner shall maintain his Lot and any Dwelling Unit, Additional Dwelling Units and other Improvements in good order and repair and in accordance with these Restrictions at all times, including, without limitation, the

driveway and the landscaping in the Owner's front yard, which must be kept in a neat, attractive condition.

5.16 Storage. Any construction material or wood pile whatever or other storage pile shall be located so as not to be Visible from Neighboring Property, streets or highways.

5.17 Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the ACC shall be used on any of the Property. This provision in no way limits the use of those products which are readily available for consumer use and approved as an agency, such as the Food and Drug Administration, for the purpose intended.

5.18 Rentals. No portion of a Lot other than the entire Lot together with all the Improvements (including any Additional Dwelling Unit) thereon, may be rented or leased, and then only to a single family for residential use for a period of no less than six (6) consecutive months. All leases must be in writing, and the Owner must provide to its lessee copies of the Association restrictions. The Owner must provide the Board contact information, including the name, mailing address, phone number, and email address, of each person who will reside at a property under a lease and the commencement date and term of the lease.

{Amended 04/07/2006}

{Amended 05/12/2023}

5.19 Resubdivision. No Lot may be resubdivided; provided, however, that subject to submission and approval of a Development Plan, as herein provided, and further subject to compliance with all requirements of and approval be all governmental authorities having jurisdiction, any Owner of two or more contiguous Lots may combine said Lots into one Lot. Any such combination shall be at the sole expense of said Owner.

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

6.01 Establishment, Composition and Purpose. There is hereby established an Architectural Control Committee (ACC), which shall consist of three (3) regular members. Members of the Association's Board of Directors, and their spouses and household members, are restricted from serving on the architectural committee.

Members of the ACC shall serve without salary or pay (except for reimbursement of reasonable expenses), and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

The purpose of the ACC, to the extent possible, is to protect the enjoyment of the Property by all Owners without unduly or unreasonably interfering with any individual Owner's use of such property. The purpose of the ACC is not to protect or maintain any certain status quo by encouraging or discouraging a particular aesthetic taste in architecture, decoration, landscaping or any materials used in connection therewith. The ACC shall not withhold approval of a Development Plan solely upon aesthetic grounds unless such action is approved in writing in advance by the Owners of sixty-seven percent (67%) of the Lots. The ACC's primary

consideration in reviewing a Development Plan shall be the direct effect of the proposed action on the health, safety and quiet enjoyment of their property by the other Owners, especially adjoining Lot Owners. As limited by the other provisions of this Declaration, the ACC may also consider the effect of any proposed action on property values within the Subdivision. While the ACC has no duty to see that any Owner complies with all applicable governmental regulations affecting that Owner's Lot, nor to protect any Owner from that Owner's own misadventure or poor judgement, the ACC may wish to provide useful information and share relevant experiences with Owners who submit Development Plans.

{Amended 05/12/2023}

6.02 Voting. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the Committee. In the event of absence or disability of one (1) or more regular members, the remaining member or members, even though less than a quorum, may designate an alternate member to act or substitute for an absent or disabled regular member for the duration of such absence or disability. The alternate member so designated shall be entitled to vote in place of the regular member for whom he so substitutes. Notwithstanding the foregoing provisions, the ACC is not authorized to act unless at least one (1) regular member is present, or if action is taken without a meeting, unless at least one (1) regular member consents in writing thereto.

6.03 Terms of Office. The term of office of such ACC member appointed shall be for a period of five (5) years and thereafter, until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed.

6.04 Appointment and Removal. The right to appoint and remove all regular members and alternate members of the ACC at any time, without cause, shall be, and is hereby, vested solely in the Board of Directors. The Board shall designate one of the regular members as the chairman of the ACC.

{Amended 05/12/2023}

6.05 Resignations. Any regular member or alternate member of the ACC may resign at any time from the Committee by giving written notice thereof to the Board of Directors.

{Amended 05/12/2023}

6.06 Vacancy. Vacancies on the ACC, however caused, shall be filled by an appointment from the Board of Directors. A vacancy shall be deemed to exist in case of death, resignation or removal of any regular or alternate member.

{Amended 05/12/2023}

6.07 Transfer of ACC Authority. The duties, rights, powers and authority of the ACC constituted hereby may be assigned to the Association, in whole or in part, at the concurrence of (i) a majority of the regular members of the ACC, and (ii) Declarant of such other person(s) or entity as may succeed to the Declarant's powers of appointment and removal. From and after the date of such assignment, the Association shall have the right, authority and powers, and shall be obligated to perform the functions, of the ACC as provided herein.

6.08 Address. The address of the ACC shall be the address of the Association as specified by the management certificate.

{Amended 05/12/2023}

6.09 Duties.

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

(b) Consultant. The ACC may, but need not, hire specialized consultants and incur expenses up to Two Hundred Dollars (\$200.00) to aid it in reviewing plans and their incidents. The cost of such specialized consultants and expenses shall be considered to be a cost of the Development Plan of the Lot Owner, and payment of such costs shall be considered a filing requirement of the Development Plan, and such Development Plan will not be considered unless and until such costs are paid.

6.10 Meetings. The ACC shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Section 6.02, above, the vote of the majority of the members at a meeting shall constitute the act of the Committee. The Committee shall keep and maintain records of all actions taken by it at such meetings or otherwise.

6.11 Action without Formal Meeting. The ACC, in accordance with Section 6.02 hereof, may take action without formal meeting by unanimously consenting in writing on any matter which they might consider at a formal meeting. Such unanimous written consent shall constitute the act of the Committee.

6.12 Procedure for Submission and Approval of Development Plan.

(a) Submission and approval of a Development Plan shall be in accordance with the Rules promulgated by the ACC, as authorized by Section 6.14 hereof.

(b) If the ACC fails to approve or disapprove any material or Development Plan submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt, it shall be conclusively presumed that the Committee has approved such materials as submitted. If the Committee requests additional materials or an amended Plan during the initial thirty (30) day period, or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are required to be delivered to and received by and accepted for by the Committee. Additional fifteen (15) day extensions shall occur if further additional or amended materials are requested or required during any subsequent extension period. If the additional or amended materials are not received on or before the required date, then the Development Plan, together with any amended material that has been submitted, shall be approved or disapproved within fifteen (15) days of that date.

(c) The ACC shall approve any Development Plan, and any modification or waiver of any Article of this Declaration or ACC Rule, that is supported and approved in writing by the Owners of sixty-seven percent (67%) of the Lots.

{Amended 05/12/2023}

6.13 Waiver and Estoppel. The approval of the ACC of any Plan, specifications or drawings or any materials accompanying it shall not be deemed to constitute a waiver of, or create any right of estoppel against, the Committee's right to withhold approval of any similar Plan, drawing, specification or matter subsequently submitted for approval.

6.14 ACC Rules. The ACC shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. And conflict between such rule and any provisions of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

6.15 Decisions Conclusive. All decisions of the ACC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ACC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

6.16 Liability. None of the ACC, the Board or any Owner, shall ever be liable to any Owner, or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of the proposed Improvement; (v) whether or not the location of the proposed Improvement on the building site is free from possible hazards from flooding, or from any other possible hazards, whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing or any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

{Amended 05/12/2023}

6.17 Modification and Waivers. The ACC upon such terms and conditions, upon payment of such fees or expenses, and for such procedures as it may prescribe, may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, application for the modification or waiver of any requirement of Article IV of this Declaration, or of the ACC rules, applicable to any Improvement or use of, in on or abutting any Lot. Such applications shall contain such information as the ACC may prescribe, and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental to the Owner of any other Lot. The ACC may decide the matter upon the application and any materials or written

statements accompanying it, or may allow oral presentations in support of, or in opposition to, the application prior to the decision, at its discretion. The Committee shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one copy to the applicant and retain one copy in its records. Without limiting the general applications of such suction, the provisions of Sections 6.15 and 6.16 of this Article shall apply to the actions and decisions of the ACC and its members under this section.

6.18 Governmental Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of a governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to the approval of a Plan, or as additional insurance to the Committee that the Improvements and uses of an approved Plan meet governmental requirements, or for both such purposes.

6.19 Fees. The ACC shall have the right to require a submission fee for each proposed Development Plan, which fee shall be Seventy-five Dollars (\$75.00).

{Amended 05/12/2023}

## ARTICLE VII EASEMENTS

7.01 Existing Easements. Declarant shall and does hereby convey as part of each Lot in the Subdivision an access easement over and across the Private Street (see Section 8.02 herein); provided that Declarant shall have the right, but not the obligation, to convey all or an undivided interest in and to fee ownership of the Private Street, either (i) in equal interests to all Owners, or (ii) to the Association. Declarant shall by deed convey to the Association the Pedernales River Access Easement. The Subdivision Plat establishes dedications, limitations, reservations and restrictions applicable to the Property. Further, Declarant and Declarant's predecessors in the title have, prior to the Property becoming subject to this Declaration, granted, created and dedicated by recorded instrument(s), certain other easements, restrictions, rights-of-way and related rights affecting the Property. The conveyance of the access easement over the Private Street, the Pedernales River Access Easement, all dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements, rights-of-way and restrictions, related rights, made by the Declarant or Declarant's predecessors in title, prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

{Original 7.02 Changes and Additions was deleted 05/12/2023}

7.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including but not limited to water, wastewater, telephone, electricity, cable television and appurtenances thereto. By virtue of this easement, it shall be



expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements and to trim overhanging trees and shrubs located on portions of the properties abutting such easements.

7.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of such Owner's Improvements require. All public utility easements shown on the Plat or created herein may be used for the construction, use and maintenance of underground drainage facilities.

7.04 Easements for Access by Board and ACC. The Board and ACC and governmental authorities, including but not limited to the Lower Colorado River Authority and Travis County, Texas, shall have the right and permanent easement to enter upon any and all Lots in the Subdivision for Maintenance, repair, removal of drainage obstructions and for inspections as to compliance of these covenants. The Board and ACC shall have the right to enter any Lot for the purpose of correcting any violation of any covenant herein.

{Amended 05/12/2023}

7.05 Surface Area. Where not in conflict with applicable governmental regulations, the surface of easement areas for utility services may be used for planting of shrubbery, trees, lawns or flowers. However, any supplier of any utility services using any easement area shall not be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement.

{Amended 05/12/2023}

## ARTICLE VIII PROPERTY OWNERS ASSOCIATION

8.01 Function of Association. The Paleface Ranch Association, Inc., a Texas nonprofit corporation (the "Association"), shall have the right, power and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring and operation of (i) the Private Street, subject to the provisions of Section 8.02 hereof; (ii) any amenities constructed in the Subdivision by the Declarant or the Association for the benefit of the Owners; (iii) the Pedernales River Access Easement, if necessary in the opinion of the Board in order to maintain or enhance the quality of the Subdivision or the use and enjoyment thereof by the Owners; (iv) the duties of the ACC; (v) any duty or function which the Owners of sixty-seven percent (67%) of the Lots direct the Association to perform; (vi) any property conveyed to the Association by the Declarant; and (vii) any other duty, function, right or obligation imposed upon the Association by this Declaration, as amended or supplemented.

{Amended 05/12/2023}

8.02 Maintenance of Private Street. The Subdivision is out of an approximately 3,352.38 acre tract of land (the 'Original Tract'), part of which, including the Subdivision, is owned by Declarant and part by Declarant's sister, Jocelyn Levi Straus. Declarant shall and does hereby convey as a part of each Lot in the Subdivision an access easement over and across the Private Street of the Subdivision, which shall be a nonexclusive easement. Declarant shall, at the Declarant's expense, construct a road over and across the Private Street to the specifications and requirements of Travis County, Texas. From and after completion of construction of the road, the Association shall be responsible for costs of repairing and maintaining the Private Street and all landscaping and improvements thereon related to the purpose for which the easement is granted as part of each Lot (the 'Private Street Maintenance Costs'). Such costs shall be apportioned equally to each Lot. Private Street Maintenance Costs as referred to herein shall include all taxes and assessments levied against the Private Street. The Private Street shall not be dedicated to or maintained by Travis County or any other governmental entity. If the Private Street is acquired by Travis County, all special paving and medians within the Private Street and any security facilities shall be removed by the Association to meet Travis County standards, and the cost thereof apportioned in the same manner as Private Street Maintenance Costs. Further, an express easement is hereby granted across the Private Street and any adjoining common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pick-up and any other purpose any governmental authority deems necessary, and further, all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Street and adjoining common area as a result of governmental vehicles traversing over same.

{Amended 06/10/1994}  
{Amended 02/08/1996}  
{Amended 05/12/2023}

8.03 Management of the Association. The business and affairs of the Association shall be managed by its Board of Directors. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision as a viable residential development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

{Amended 05/12/2023}

8.04 Membership in the Association. The Owner of each Lot shall be a Member of the Association, and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member of the Association.

{Amended 05/12/2023}

8.05 Voting of Members. When entitled to vote, each owner shall be entitled to one (1) vote for each Lot owned. In the event that ownership interest in a Lot is owned by more than Owner, such Owners shall exercise their right to vote in a manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall

appoint one of themselves as the Owner who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. In the event that a Lot is owned by more than one Owner and no single Owner is designated to vote on behalf of the Owners having an ownership interest in such Lot, then none of such Owners shall be allowed to vote. All Owners may attend meetings of the Association, and all voting Owners may exercise their vote at such meetings either in person or by proxy. Whenever and wherever approval or disapproval of Owners is referred to in this Declaration, the Articles of Incorporation or the Bylaws of the Association, such approval or disapproval shall be determined by the Board in the same manner as provided in the Section 8.04 for the exercise of voting rights by Owners.

{Amended 05/12/2023}

8.06 Meetings of the Members. Annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the Bylaws.

{Amended 05/12/2023}

8.07 Election and Meetings of the Board of Directors. The Board of Directors shall be elected and shall meet in the manner set forth in the Bylaws.

8.08 Disputes. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or Association, including appointment of committees to consider and recommend resolution of any such disputes.

8.09 Professional Management. The Board may retain, hire, employ or contract with such professional management as the Board deems appropriate to perform the day-to-day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

8.10 Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other person.

## ARTICLE IX MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

9.01 Payment of the Annual Maintenance Charge. Each Lot, without regard to Lot size, shall be subject to an Annual Maintenance Charge of Six Hundred Dollars (\$600) per year. The amount of the Annual Maintenance Charge for each Lot may be increased or decreased from time to time but not more than once per calendar year. Any such change must be approved by the membership of the Property Owners Association by vote of not less than sixty six percent (66%) of the votes cast, in writing and signed by the Member, with respect to a proposed change at a duly called meeting of the Association called for the purpose of amending the Annual Maintenance Charge.

{Amended 04/03/2004}

{Amended 09/14/2013}  
{Amended 12/12/2022}  
{Amended 05/12/2023}

9.02 Maintenance Fund. The Annual Maintenance Charges collected by the Board shall be paid into the maintenance Fund and shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management and operation of the Subdivision and for the landscaping, maintenance, insuring, repair and operation of, and the construction of improvements on, the Private Street; for the enforcement of these Restrictions by action at law of in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; payment of ad valorem taxes assessed on and the insuring of property owned or controlled by the Association; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the board with respect to the maintenance Fund, except for willful misdeeds.

9.03 Special Assessment. The Association may levy and collect a Special Assessment for the acquisition of a new capital improvement or to pay in whole or in part the cost of any major repair or maintenance expense. Any Special Assessment must be approved by the vote of not less than sixty-six percent (66%) of the votes cast, in writing and signed by the Member, with respect to such proposed Special Assessment at a duly called meeting of the Association called for the purpose of levying a Special Assessment.

{Amended 04/03/2004}  
{Amended 05/12/2023}

9.04 Enforcement of Annual Maintenance Charge and Special Assessment.

(a) The Annual Maintenance Charge for each calendar year assessed against each Owner shall be due and payable, in advance, on the thirty-first (31st) day of January. Any such amount not paid and received by the tenth (10th) day of each February thereafter shall be deemed delinquent, and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid. Any mortgage lender having a first lien purchase money mortgage on a Lot in the Subdivision shall be entitled to anticipate and collect such Annual Maintenance Charge from the Owner thereof as part of the required escrow payments made by the Owner to the mortgage lender, provided that such mortgage lender remit such escrow amount to the Association on or before January 31 of each calendar year.

{Amended 05/12/2023}

(b) To secure payment of the Annual Maintenance Charge and Special Assessments levied hereunder, and any other sums due hereunder (including, without limitation, interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Lot and Dwelling Unit and is hereby assigned and transferred (without recourse on or warranty by Declarant) to the Association, which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. the liens described in this Section 9.05 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing

thereof. The collection of such Annual Maintenance Charge, the Special Assessment and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgement, and in the event of such suit, the expense incurred in collecting such delinquent amount, including interest, costs and attorney's fees shall be chargeable to and be an obligation of the defaulting Owner.

{Amended 05/12/2023}

(c) Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Office of the County Clerk of Travis County, Texas, of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(d) Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessment and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Lot, each Owner by acceptance of such deed expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessment and other sums due hereunder remaining unpaid by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Office of the County Clerk of Travis County, Texas. In the event of the election of the Board to foreclose the lien hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Travis County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. the highest bidder for cash at the public venue after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth and make due conveyance to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his or their heirs, executors, administrators and successors. The trustee shall give notice of the time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of the sale at the Courthouse door of Travis County, Texas, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of the sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address shown by the records of the Association, in a post office of official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

(e) At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. 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, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

(f) It is the intent of the provisions of this Section to comply with the provisions of Section 51.002 of the Texas Property Code, relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person, may, by amendment to these Restrictions filed in the Office of the County Clerk of Travis County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

9.05 Equality of Assessments and Charges. Any Assessments or charges under this Article IX, whether annual or special, payable by each Lot shall be determined by dividing the total Assessment or charge fixed by the Association by the total number of Lots in the Subdivision.

## ARTICLE X GENERAL PROVISIONS

10.01 Cost of Performance. Cost and expense in performing any obligation or responsibility in the Declaration shall be borne by the person or entity charged with such performance or responsibility.

10.02 Extension of Time for Performance. If the performance of any act of obligation under this Declaration is prevented or hindered by an act of God, war, labor disputes or other cause or causes beyond the control of the person or entity responsible for such performance, then the time for performance of such act or obligation will be extended for the period that such performance was prevented or delayed by such cause.

10.03 Breach Not Ground for Rescission. No breach or continuing breach of the restrictions, covenants, conditions, duties or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provisions thereof.

10.04 Notice before Enforcement. Before the Board may proceed with the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowed or granted by this Declaration, charge an Owner for property damage, or file a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien, the Board or its agent must give written notice to the Owner by certified mail to the owner at the owner's last known address as shown on the association records. The notice must:

(1) describe the violation or property damage that is the basis for the action or charge and state any amount due the Association from the Owner; and

(2) inform the Owner that the Owner (a) is entitled to a reasonable period to cure the violation and avoid the action unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing on or before the 30th day after the date the notice was mailed unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and (c) may have special rights or relief related to the enforcement action under federal law.

(3) specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. The date specified must provide a reasonable period to cure the violation.

{Amended 05/12/2023}

10.05 Enforcement. The Association or any Owners shall have the right to enforce, by proceeding, at law or in equity, for damage or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure by the Association or any Owners to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

{Amended 05/12/2023}

10.06 Covenants to Run with the Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Owner of any Lot therein, his respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is first recorded in the Real Property Records of Travis County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years.

{Original 10.07 Modification or Repeal during Initial Term was deleted 05/12/2023}

10.07 Modification. Any of the provisions of this Declaration may be amended, modified, or supplemented by recorded written instrument, executed and acknowledged by the Owners of not less than sixty-seven percent (67%) of the total votes allocated to property owners. For a vote taken at a meeting, notice of the vote must be given to property owners no later than the 10th or earlier than the 60th day before the date of the meeting. For a vote taken outside of a meeting, notice of the vote shall be given to property owners no later than the 20th day before the latest date on which a ballot may be submitted to be counted. Any amendment, modification, or supplement has no effect until the document is filed in the real property records of Travis County.

{Amended 05/12/2023}

10.08 Severability. Invalidation of any of the provisions hereof by final judgement or decree of any court shall in no way affect or impair the validity of any other provision hereof.

10.09 Joint and Several Obligations. The terms of this Declaration in effect on the date of any lease or recording of a sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities becomes a lessee or an Owner as hereinabove defined, shall be binding upon such lessee or new Owner, and such lessee or new Owner shall be jointly and

severally liable with his lessor or the immediate prior Owner for any continuing performance, failure of performance or defective performance of any act or obligation restricted or imposed hereunder.

10.10 No Dedication. Nothing contained in this Declaration shall be deemed or interpreted to intend to a gift or dedication of a portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

10.11 Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, be becoming an Owner, as herein defined, of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments hereto.

{Original 10.13 Assignment of Rights and Obligations of Declarant was deleted 05/12/2023}

10.12 Word Meanings. The words such as “herein”, “hereafter”, “hereof”, “hereto”, “hereunder” and “hereinabove” refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear, unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

10.13 Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of the Declaration are for convenience only and dare not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

{Original 10.16 Declarant’s Exemption was deleted 05/12/2023}

10.14 Joinder by Lienholder. The undersigned lienholder has joined in the execution of this document for the purpose of subordinating its respective liens on the Property to all of the terms and provisions of this Declaration, and by so joining herein, the undersigned lienholder, for value received, does hereby expressly subordinate all liens held by the undersigned on the Property, and all renewals, extensions and rearrangements thereof, to this Declaration, as amended and supplemented from time to time.

WITNESS THE EXECUTION HEREOF as of the 1st day of June 1994.

DECLARANT:  
Malcolm B. Levi, Jr.