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SANTA RITA
MASTER COVENANT

Williamson County, Texas

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

Declarant: SANTA RITA KC, LLC, a Texas limited liability company

SANTA RITA

MASTER COVENANT

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SANTA RITA

MASTER COVENANT

This Santa Rita Master Covenant (the "**Covenant**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Declarant owns, or has the option to acquire from **BRAUN FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership and **ROSELLE M. BRAUN**, individually ("**Seller**"), certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Property**").

B. Declarant and Seller desire to create and carry out a uniform plan for the development, improvement, and sale of the Property with Declarant to act as Declarant pursuant to this Declaration.

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

Note: No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be filed by the Declarant.

Property versus Development versus Development Area

"Property"	**Described on Exhibit "A". This is the land that may be made subject to this Covenant, from time to time, by the filing of one or more Notices of Applicability.**
"Development"	**This is the portion of the land described on Exhibit "A" that has been made subject to this Covenant through the filing of a Notice of Applicability.**
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

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

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

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

ARTICLE 1
DEFINITIONS

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

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

"**ARRC**" means the Agreement Regarding Restrictive Covenants and Subdivision Improvements, entered into by and between Braun and Declarant, recorded or to be recorded in the Official Public Records of Williamson County, Texas.

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

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

"**Association**" means Santa Rita Master Community, Inc., a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the

Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

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

"**Braun**" means, collectively, **BRAUN FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, and **ROSELLE M. BRAUN**, individually.

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

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

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

"**Commercial Lot**" means a Lot within the Development, other than Common Area or Special Common Area that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot: (i) which will be further subdivided into Residential Lots and Common Areas; or (ii) on which a residential condominium will be impressed.

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

"**Community Manual**" means the community manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and other policies

governing the Association. The Community Manual may be amended, from time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

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

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

"**Design Guidelines**" means the standards for design and construction of Improvements proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Santa Rita Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise.

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

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

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

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

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

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

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

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

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

"**Manager**" has the meaning set forth in *Section 3.08(h)*.

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

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

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

"**Neighborhood Delegate**" means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood to cast the votes of all Lots and Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Covenant specifically requires Members to cast their vote individually: (i) changes to the term of the Covenant as described in *Section 10.01;* (ii) amendments to the Covenant as described in *Section 10.03;* and (iii) initiation of any judicial or administrative proceeding as described in *Section 10.04*. Notwithstanding the foregoing, a Development Area Declaration, the Certificate and/or the Bylaws may set forth additional circumstances in which the Members are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

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

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

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

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

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

"**Quasi-Governmental Entity**" means (i) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (ii) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code; or (iii) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development.

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

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

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

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

"**Santa Rita Reviewer**" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Santa Rita Reviewer will automatically be transferred to the architectural control committee appointed by the Board.

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

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

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

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

"**Special Common Area**" means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability filed pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other written notice will identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and

not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

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

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.04*.

"**Voting Group**" means one or more Neighborhood Delegates, or alternative Neighborhood Delegates as the case may be, who vote on a common slate for election of members of the Board, as more particularly described in *Section 3.05(b)* or, if the context so indicates, the group of Members who are represented by such Neighborhood Delegates. Declarant has no obligation to establish Voting Groups.

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

ARTICLE 2
GENERAL RESTRICTIONS

2.01 **General.**

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

In addition to the terms of the Documents, the Property may also be subject to certain requirements pertaining to the use and development of the Property imposed by the Chisholm Trail Special Utility District and Northern Edwards Aquifer Zone, including but not limited to specific requirements for landscaping and the use of fertilizers, pesticides and herbicides, to the extent applicable. **EACH OWNER IS ADVISED TO REVIEW SUCH REQUIREMENTS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN THE DEVELOPMENT TO INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.**

(b) Applicable Law. Compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to a Lot and Condominium Units located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit.

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

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

2.03 **Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development, including any

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

Note: The Development is a master planned community which will be developed over a number of years. The plans, land uses, projected Improvements, Assessments, and Documents are subject to change from time to time.

2.04 **Provision of Benefits and Services to Service Areas.**

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

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition

signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the charge to made therefor, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

ARTICLE 3
SANTA RITA MASTER COMMUNITY, INC.

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

3.02 **Neighborhoods**. Every Lot and Condominium Unit will be located within a "**Neighborhood**". Lots and Condominium Units are grouped into Neighborhoods to: (i) facilitate a system of representative voting on certain matters which the Documents require approval of the Association's membership; and (ii) to promote a sense of community and belonging by permitting Owners and Occupants within a Neighborhood to share, discuss and take action on issues unique to their Neighborhood. A Neighborhood may be comprised of any number of Lots or Condominium Units and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Each Neighborhood will elect one "Neighborhood Delegate" to cast the votes allocated to all Lots and Condominium Units in that Neighborhood on certain matters requiring a vote of the membership of the Association as more particularly described in the definition of "Neighborhood Delegate" in *Article 1* of this Covenant. However, until such time as the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood, each Owner of a Lot or Condominium Unit in such Neighborhood shall be considered a "Neighborhood Delegate" and may individually cast the vote allocated to such Owner's Lot or Condominium Unit on any issue requiring a vote of the Neighborhood Delegates under this Covenant.

Each Notice of Applicability shall initially assign the portion of the Property described therein to a specific Neighborhood which may then exist (being identified and described in a previously Recorded Notice of Applicability) or may be newly created. Declarant may Record

an amendment to any previously Recorded Notice of Applicability to designate or change Neighborhood boundaries.

3.03 **Membership**.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; and (4) the name and phone number of any Occupant other than the Owner.

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

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

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

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

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

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

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

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(b)* above and the following restrictions and reservations:

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

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

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

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

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

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

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

3.04 **Governance**. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. ***Notwithstanding the foregoing provision or any provision in this Covenant to the contrary,*** **until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10th anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.05 **Voting**. A Notice of Applicability, adding portions of the Property to the terms and provisions of this Covenant and filed in accordance with *Section 9.05*, will include a Neighborhood designation. However, the representative system of voting is optional and shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. If Declarant calls for an election of a Neighborhood Delegate for a particular Neighborhood, then in such event Declarant shall have elected to establish the representative system of voting for the Development unless, on or before expiration or termination of the Development Period, Declarant Records a written notice terminating the representative system of voting. Until an election is called by the Declarant for a particular Neighborhood, or if the representative system is terminated by the Declarant on or before expiration of the Development Period, each Owner of a Lot or Condominium Units in a Neighborhood shall be considered a Neighborhood Delegate and may individually cast the vote allocated to such Owner's Lot and/or Condominium Unit on any issue requiring a vote of the Neighborhood Delegates under this Covenant.

(a) Voting Rights. The Owners of Lots and Condominium Units in each Neighborhood elect a Neighborhood Delegate and an alternative Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in the Neighborhood on matters requiring a vote of the membership, except where this Covenant specifically requires the Owners or Members to cast their votes individually as more particularly described in the definition of "Neighborhood

Delegate" in *Article 1* of this Covenant. Notwithstanding the foregoing or any provision to the contrary in this Covenant, as provided in *Section 3.04* above, until the 10th anniversary of the date this Covenant is Recorded, Declarant shall have the sole right to appoint and remove all members of the Board.

(a) Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners, or at a meeting of the Owners within each Neighborhood where written, electronic, proxy, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting.

If the Declarant calls for the first election of a Neighborhood Delegate from a Neighborhood, subsequent elections shall, if necessary, be held within thirty (30) days of the same date each year. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however, that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months. At any Neighborhood election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected.

Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Neighborhood that the Neighborhood Delegate represents. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless also removed.

The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, attends Association meetings and casts all votes allocated to Lots and Condominium Units in the Neighborhood that he or she represents on any

matter as to which such Neighborhood Delegate is entitled to vote under this Covenant. A Neighborhood Delegate may cast all votes allocated to Lots and Condominium Units in the Neighborhood in such delegate's discretion and may, but need not, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents prior to voting. Neither the Neighborhood Delegate nor the alternative Neighborhood Delegate may casts votes allocated to Lots and Condominium Units not owned by such Neighborhood Delegate in the Neighborhood that he or she represents for the purpose of amending this Covenant.

Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

In any situation in which an Owner or Member is entitled individually to exercise the vote allocated to such Owner's Lot or Condominium Unit, if there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to *Section 3.07*.

(b) Voting Groups. Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing members of the Board. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board.

The Neighborhood Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board. Each Voting Group is entitled to elect the number of members of the Board specified in the Voting Group Designation (hereinafter defined).

Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Development Period by Recording a written instrument identifying each Voting Group such that the Neighborhoods within each Voting Group can be determined (the "**Voting Group Designation**"). The Voting Group Designation will assign to each Voting Group the number of members of the Board which such Voting

Group is entitled to exclusively elect. Such designation may be amended unilaterally by the Declarant at any time prior to the expiration of the Development Period.

After expiration of the Development Period, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Covenant, and no consent or approval shall be required except as stated in this paragraph. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.06 **Voting Allocation.** The number of votes which may be cast for election of members to the Board (except as provided by *Section 3.05*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, e.g., each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration.

(b) Each Owner of a Commercial Lot or Condominium Unit will be allocated the number of votes for such Commercial Lot or Condominium Unit so owned as determined by Declarant, which determination will be set forth in the Notice of Applicability attributable to the Commercial Lot or Condominium Unit(s). Declarant will determine such votes in its sole and absolute discretion. Declarant's determination regarding the number of votes to which such Owners will be entitled will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative voting allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a

Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the Improvements contemplated to be constructed thereon at the time a notice allocating votes thereto was originally filed. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, Declarant will Record an amended Notice of Applicability setting forth the revised allocation of votes attributable to such Commercial Lot or Condominium Unit.

(c) In addition to the votes to which Declarant is entitled by reason of *Section 3.06(a)* and *Section 3.06(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(d) Declarant may cast votes allocated to the Declarant pursuant to this *Section 3.06*, shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

3.07 **Powers**. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

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

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

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

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

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, on any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.07(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

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

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

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

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

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

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

(v) Any similar improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate Applicable Law or the Documents.

Any conveyance or transfer of all or a portion of the Common Area or the Special Common Area is subject to the approval requirements set forth in *Section 3.08* below. To the extent Section *3.08* is not applicable to the conveyance or transfer, such conveyance or transfer must be approved in advance and in writing by the Declarant until expiration of termination of the Development Period.

In addition, the Association is expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

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

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board

is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

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

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant

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

(n) Authority with Respect to Development Area Declaration. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.07(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

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

(p) Relationships with Quasi-Governmental Entities and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to Quasi-Governmental Entities or non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Development, the Association, its members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such

as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

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

3.09 **Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

3.10 **Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against

such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.11 **Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 3.07* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.12 **Community Services and Systems.** The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized to provide, or to enter into contracts with other persons to provide, central telecommunication receiving and distribution systems (*e.g.* cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services**

and Systems"). In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to such services. In the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant or the affiliate of the Declarant may assign any or all of the rights or obligations of the Declarant or the affiliate of the Declarant under the contract to the Association. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems and services will occur from time to time. The Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

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

ARTICLE 4
INSURANCE AND RESTORATION

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

NOTE: ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

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

4.03 **Restoration - Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or

clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 **Assessments**.

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

(b) Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this *Article 5*. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

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

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

5.03 **Regular Assessments.** Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents, and will estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. The budget prepared by the Association for the purpose of determining Regular Assessments will exclude the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

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

5.05 **Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of estimated Service Area Expenses for each Service Area will be allocated either: (i) equally; (ii) based on Assessment Units; or (iii) based on the benefit received among all Lots and Condominium Units

in the benefited Service Area and will be levied as a Service Area Assessment. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

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

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

5.08 **Amount of Assessment.**

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.08(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.06* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.04* will be levied uniformly against each Assessment Unit allocated

to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot will constitute one "**Assessment Unit**" unless otherwise provided in *Section 5.08(c)*. Each Commercial Lot and Condominium Unit will be allocated that number of "Assessment Units" set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the Improvements contemplated to be constructed thereon at the time the notice allocating Assessment Units thereto was originally filed. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, Declarant will Record an amended Notice of Applicability setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

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

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

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

improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument.

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

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

5.11 **Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.09* and interest as provided in *Section 5.10* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and

a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.11*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance

Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the

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

ARTICLE 6
SANTA RITA REVIEWER

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

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

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

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

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

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

6.03 **Prohibition of Construction, Alteration and Improvement**. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Santa Rita Reviewer. The

Santa Rita Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Development or Property.

NOTE: NO IMPROVEMENT MAY BE CONSTRUCTED, ALTERED, OR MODIFIED WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE SANTA RITA REVIEWER.

6.04 **Architectural Approval.**

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

(b) Design Guidelines. The Santa Rita Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development. In the event of any conflict between the

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

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

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

(e) Duration of Approval. The approval of the Santa Rita Reviewer of any final plans and specifications, and any variances granted by the Santa Rita Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in

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

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

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

ARTICLE 7
MORTGAGE PROVISIONS

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

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

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

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

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

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

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

ARTICLE 8
EASEMENTS

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

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

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

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

8.05 **Landscape, Monumentation and Signage Easement.** Declarant hereby reserves an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

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

ARTICLE 9
DEVELOPMENT RIGHTS

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

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

9.03 **Addition of Land.** Declarant may, at any time and from time to time during the Development Period, add additional lands to the Property and, upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further filing of a Notice of Applicability meeting the requirements of

Section 9.05 below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

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

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

(c) A legal description of the added land.

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

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

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

(c) A legal description of the withdrawn land.

Notwithstanding the foregoing, pursuant to the terms and provisions of the ARRC, the prior written consent of Braun may be required as a precondition to Declarant's exercise of its right hereunder to withdraw land from the Property.

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

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

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

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

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

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

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

NOTICE TO TITLE COMPANY

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

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

ARTICLE 10
GENERAL PROVISIONS

10.01 **Term.** *Upon the filing of a notice pursuant to Section 9.05, the terms, covenants,* conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2067, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to a change as contemplated in this *Section 10.01*, it being understood and agreed that any change must be approved by a vote of the Members, *with each Member casting their vote individually.* Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

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

10.03 **Amendment.** This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The

Neighborhood Delegate system of voting is not applicable to an amendment as contemplated in this *Section 10.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Covenant and any Development Area Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

Notwithstanding the foregoing, pursuant to the terms and provisions of the ARRC, the prior written consent of Braun may be required as a precondition to Declarant's exercise of its right hereunder to amend the Declaration.

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

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

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

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

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

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

The Neighborhood Delegate system of voting is not applicable to initiating any judicial or administrative proceeding as contemplated in this *Section 10.04*, it being understood and agreed that any initiation of judicial or administrative proceeding required to be approved by the Members, must be approved by a vote of the Members, with each Member casting their vote individually. This *Section 10.04* will not be amended unless such amendment is approved by the same percentage of votes necessary to institute judicial or administrative proceedings except

any such amendment must also be approved in writing by Declarant until the expiration or termination of the Development Period.

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

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

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

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

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

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

10.11 **Acceptance by Grantees**. Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and

privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

No assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. Without limitation on the foregoing, notice is hereby provided that, in accordance with the terms and provisions of the ARRC, Braun may succeed to certain of the right of Declarant hereunder. In such event, a written instrument will be recorded in the Official Public Records of Williamson County, Texas which sets forth those right of Declarant to which Braun has succeeded in accordance with the terms and provisions of the ARRC.

10.12 **Damage and Destruction**.

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

(b) Any damage to or destruction of the Common Area or Special Common Area will be repaired unless, and subject to the approval requirements set forth in *Section 3.10*, a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

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

(d) If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such

repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

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

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

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

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

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

10.15 **Safety and Security.** Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and

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

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

10.16 **Notices.** Any notice permitted or required to be given to any person by this Covenant will be in writing and may be delivered personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

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

[SIGNATURE PAGES FOLLOWS]

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: GHWSR, LLC, Co-Manager

By: _____
James Edward Horne, Manager

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 12 day of April, 2013, by James Edward Horne, Manager of GHWSR, LLC, Co-Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

SHERYL L COBLE
Notary Public, State of Texas
My Commission Expires
January 18, 2014

_____
Notary Public, State of Texas

ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

BRAUN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

By: Rosemoo Management, L.L.C., a Texas limited liability company, its General Partner

By: Roselle M. Braun
Roselle M. Braun, Manager

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 15th day of April, 2013, by Roselle M. Braun, Manager of Rosemoo Management, L.L.C., a Texas limited liability company, General Partner of Braun Family Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]
DEBORAH BASQUEZ
Notary Public, State of Texas
My Commission Expires
JULY 02, 2014

Deborah Basquez
Notary Public Signature

Roselle M. Braun
ROSELLE M. BRAUN, Individually

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 15th day of April 2013, by Roselle M. Braun.

[SEAL]
DEBORAH BASQUEZ
Notary Public, State of Texas
My Commission Expires
JULY 02, 2014

Deborah Basquez
Notary Public Signature

EXHIBIT "A"

DESCRIPTION OF PROPERTY

1636 acres of land, more or less, situated in Williamson County, Texas, and described on Exhibit "A-1" and Exhibit A-2, SAVE AND EXCEPT those portions of the real property described on Exhibit "A-1" and Exhibit "A-2" which have been marked with cross-hatching.

EXHIBIT "A-1"

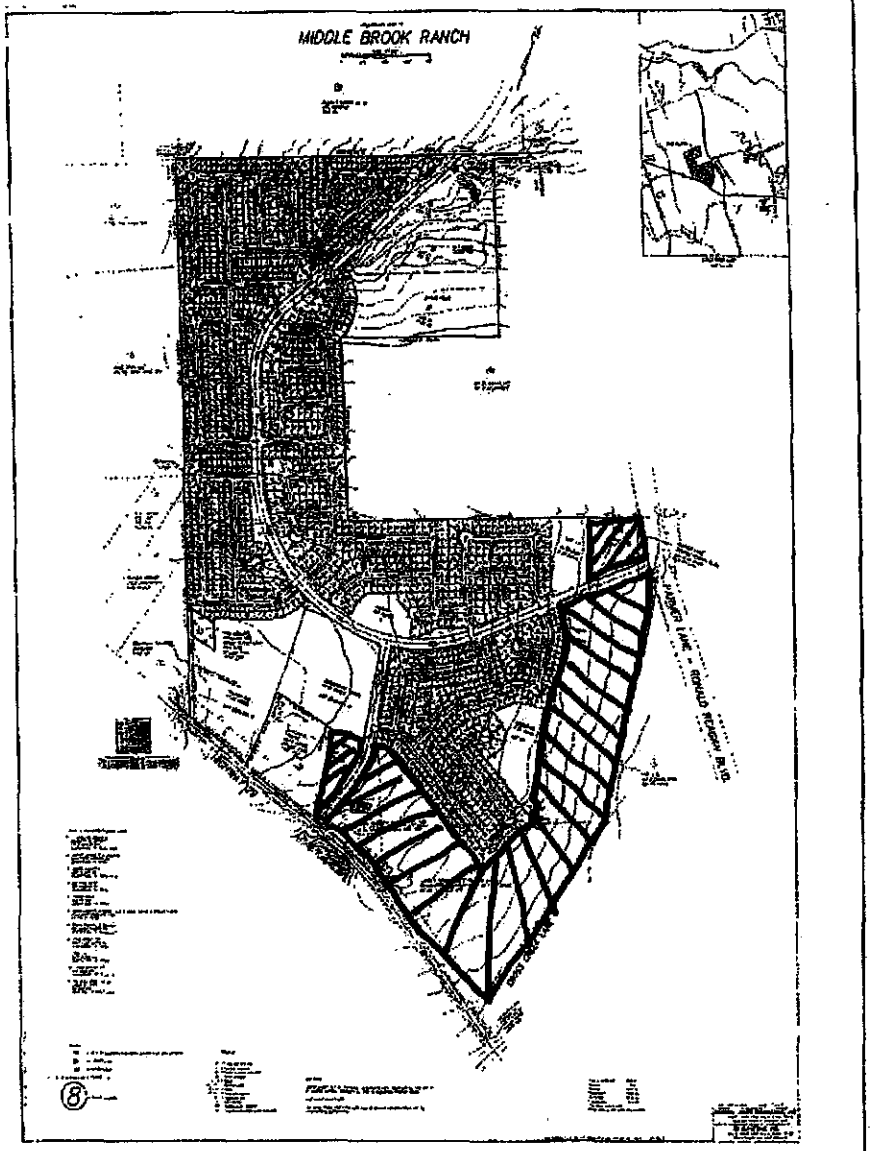
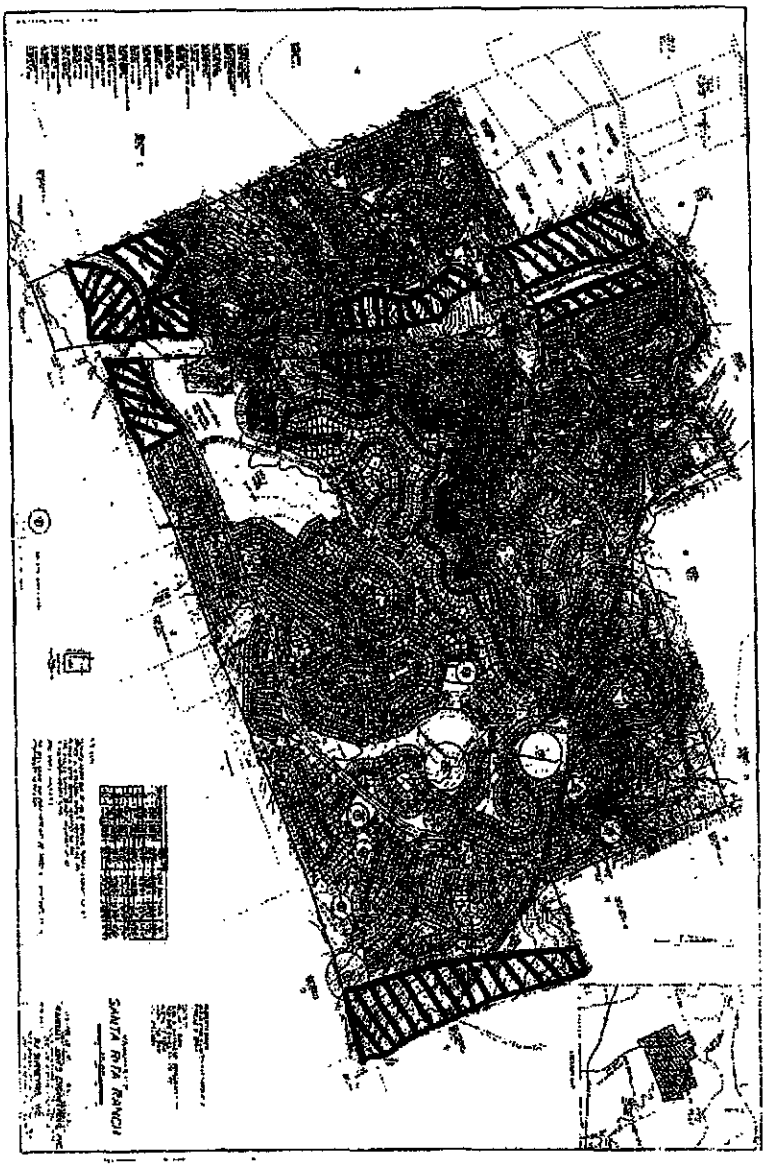


EXHIBIT "A-2"



2013034504
Electronically Recorded
Official Public Records
Nancy E. Rister
Nancy E. Rister, County Clerk
2013 Apr 17 01:23 PM
Fee: $ 156.00 Pages: 36
Williamson County Texas

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

COMMUNITY MANUAL
"MIDDLEBROOK AT SANTA RITA RANCH"

SANTA RITA KC, LLC, a Texas limited partnership, Declarant under the Santa Rita Master Covenant recorded under Document No. 2013033465, Official Public Records of Williamson County, Texas, as amended, and the initial and sole member of Santa Rita Master Community, Inc., a Texas non-profit corporation (the "**Association**"), certifies that the foregoing Community Manual was adopted as part of the initial project documentation for Santa Rita, Section One known as "Middlebrook at Santa Rita Ranch." This Community Manual is effective upon recordation.

SIGNED on this 17 day of April, 2013.

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: GHWSR, LLC, Co-Manager

By: _____
James Edward Horne, Manager

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 12 day of April, 2013, by James Edward Horne, Manager of GHWSR, LLC, Co-Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

SHERYL L COBLE
Notary Public, State of Texas
My Commission Expires
January 18, 2014

_____
Notary Public, State of Texas

Cross-reference to Santa Rita Master Covenant recorded under Document No. 2013033465, Official Public Records of Williamson County, Texas, as same may be amended from time to time.

COMMUNITY MANUAL
"MIDDLEBROOK AT SANTA RITA RANCH"

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ATTACHMENT 1

CERTIFICATE OF FORMATION

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

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Santa Rita Master Community, Inc.
File Number: 801768670

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

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

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

Dated: 04/16/2013

Effective: 04/16/2013

John Steen
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

APR 16 2013

Corporations Section

CERTIFICATE OF FORMATION
OF
SANTA RITA MASTER COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Santa Rita Master Community, Inc. (hereinafter called the "Association").

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Master Covenant for Santa Rita recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "Covenant"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

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

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

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

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

ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 401 Congress Avenue, Suite 2100, Austin, Texas 78701. The name of its initial registered agent at such address is Robert D. Burton.

ARTICLE VI
MEMBERSHIP

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

ARTICLE VII
VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE VIII
INCORPORATOR

The name and street address of the incorporator is:

NAME	ADDRESS
Carey Gunn Helm	401 Congress Avenue, Suite 2100 Austin, Texas 78701

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
James Edward Horne	8200 N. Mopac Expressway, Ste. 300 Austin, Texas 78759
Brian Lott	8200 N. Mopac Expressway, Ste. 300 Austin, Texas 78759
C.A. Elder	8200 N. Mopac Expressway, Ste. 300 Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X
LIMITATION OF DIRECTOR LIABILITY

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

ARTICLE XI
INDEMNIFICATION

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

indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the approval by members entitled to cast at least ninety percent (90%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean ninety percent (90%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting (as set forth in the Covenant) is not applicable to a dissolution as contemplated by this Article XII, it being understood and agreed that any such dissolution must be approved by a vote of the members, with each member casting their vote individually. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII
ACTION WITHOUT MEETING

Any action required or permitted by law to be taken at a meeting of the members of the Association or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the members of the Association or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all the members of the Association or Neighborhood Delegates entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each member of the Association or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members of the Association or Neighborhood Delegates, as applicable, at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members of the Association or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV
AMENDMENT

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon approval by members entitled to cast at least two-thirds (2/3) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean two-thirds (2/3) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to an amendment as contemplated by this Article XIV, it being understood and agreed that any amendment must be approved by a vote of the members, with each member casting their vote individually. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 12th day of April, 2013.

Carey G. Helm, Incorporator

ATTACHMENT 2

BYLAWS
OF
SANTA RITA MASTER COMMUNITY, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is Santa Rita Master Community, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located initially in Williamson County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Santa Rita Master Covenant (the "Covenant"), recorded in the Official Public Records of Williamson County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

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

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

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

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

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

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

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members or Neighborhood Delegates shall be delivered, either personally or by mail, to each Member or Neighborhood Delegate entitled to vote at such meeting or by publication in a

newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Neighborhood Delegate at his address as it appears on the records of the Association, with postage prepaid.

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

Section 3.7. Quorum. Except as provided in these Bylaws or in the Covenant, the presence, as applicable, of the Members representing twenty (20%) of the total votes in the Association or Neighborhood Delegates representing a Majority of the total votes in the Association shall constitute a quorum at all Association meetings.

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

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

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. Notwithstanding anything to the contrary in the Documents, Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his own Lot(s) or Condominium Unit(s) pursuant to *Section 3.06* of the Covenant may cast such vote as provided herein until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Lot or Condominium Unit is

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

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

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

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

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

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

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

later choose to attend any meeting in person, in which case any in-person vote will prevail."

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

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

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

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

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

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

Section 3.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by

Members or Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members or Neighborhood Delegates entitled to vote thereon were present. If the action is proposed by the Association, the Board shall provide each Member or Neighborhood Delegate, as applicable, written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this *Section 3.13*. Consents obtained pursuant to this *Section 3.13* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members or Neighborhood Delegates, as applicable, at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

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

(b) In accordance with Section 4.03 of the Declaration, *i.e.*, no later than the 10th anniversary of the date the Declaration is recorded in the Official Public Records of Williamson County, Texas or sooner as determined by Declarant, the Board must hold a meeting of Members of the Association for the purpose of electing one-third (⅓) of the Board (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**Initial Member Elected Director**"). Declarant will continue to appoint and remove two-thirds (⅔) of the Board after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the Initial Member Elected Director's term will expire as of the date of the Member Election Meeting (defined below).

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members or Neighborhood Delegates, as applicable, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Covenant such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less than three (3) in number. The Voting Group designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. Upon expiration of

the term of a Director elected by the Members or Neighborhood Delegates pursuant to this Section 4.1(c), his or her successor will be elected for a term of two (2) years.

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

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

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

Section 4.3. Designation of Voting Groups by Declarant. Declarant may (but is not obligated to) designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board. If Neighborhood Delegates are elected, such Neighborhood Delegates within each Voting Group shall vote on a separate slate of candidates for election to the Board. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period by Recording a written instrument identifying each Voting Group by legal description or other means such that the Lots and Condominium Units within each Voting Group can easily be determined. Such designation may be amended from time to time by Declarant, acting along, at any time prior to the expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Board will have the right by Recording an appropriate written instrument to amend any existing designation of Voting Groups, or to designate new Voting Groups, upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a written instrument establishing Voting Groups has been Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

Section 4.4 Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

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

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

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the

longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members or the Neighborhood Delegates, as applicable.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by the Members or Neighborhood Delegates, as applicable, which elected such Director. In the event Voting Groups are established pursuant to the Covenant, only the Neighborhood Delegates within the Voting Group may vote to remove the Director elected from such Voting Group.

Section 4.7. Eligibility for Board Membership. With the exception of Board member positions appointed by the Declarant as permitted by the Covenant, the Association may not restrict an Owner's right to run for a position on the Board.

ARTICLE V
MEETINGS OF DIRECTORS

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

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

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

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

Section 5.5. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

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

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

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

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

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

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

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

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

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

(a) adopt and publish the Rules;

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

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

ARTICLE IX
BOOKS AND RECORDS

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

ARTICLE X
ASSESSMENTS

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

ARTICLE XI
CORPORATE SEAL

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

ARTICLE XII
AMENDMENTS

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

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

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

ARTICLE XIV
MISCELLANEOUS

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

ATTACHMENT 3

RULES

These rules are established by **SANTA RITA KC, LLC**, a Texas limited liability company, for the benefit of the Santa Rita Master Community, Inc., a Texas non-profit corporation (the "**Association**"), and are "Rules" as defined in Article 1 of the Santa Rita Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "**Covenant**").

These Rules are in addition to the provisions of the Covenant and Bylaws. By owning or occupying a Lot or Condominium Unit, each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Covenant and Bylaws of the Association.

Words and phrases defined in the Covenant have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Covenant (highest), Bylaws, and these Rules (lowest).

Owner Responsibility for Maintenance, Repair and Replacement.

Each Owner is obligated to maintain, repair, replace, or restore, in accordance with Section 4.02 of the Covenant, any and all portions of such Owner's Lot or Condominium Unit, and all Improvements constructed therein or thereon, in good condition and repair and in safe, clean, neat, orderly and attractive condition, free of trash, litter and debris.

Each Owner is obligated to maintain, repair, and replace all landscaping installed on all or any portion of such Owner's Lot or Condominium Unit.

Construction Rules.

Construction activity is allowed on weekdays between the hours of 7:00 a.m. and 6:30 p.m. Construction activity that does not generate excessive noise may occur on Saturdays between the hours of 8:00 a.m. and 6:00 p.m. No construction is permitted on Sundays.

Contractors are responsible for controlling dust resulting from construction activities within the Development. Contractors should take appropriate steps, such as covering material and equipment, to control excessive dust.

All construction personnel shall adhere to the posted speed limits.

The consumption of alcohol or the use of a controlled substance by construction personnel is strictly prohibited.

Playing of loud music by construction personnel is strictly prohibited.

During excavation, filling or stockpiling of soils in the Development, care must be taken to prevent erosion or wash-off of the soil. Temporary soil retention structures may be required by the Santa Rita Reviewer.

Concrete trucks may washout only in areas designated by the Santa Rita Reviewer.

No pets shall be permitted at any construction site.

Changing of oil or the discharge of any petrochemical substance within the Development is prohibited. All possible contaminants must be stored in a containment facility that will not allow any possible contaminant to enter any soils on or off the Development.

Dirt, mud, or debris resulting from activity or washout on each construction site must be removed daily from all completed roadways.

All work performed in the Development shall be performed in a good and workmanlike manner and in compliance with all Applicable Laws, and once commenced by the Owner of such Lot or Condominium Unit, shall be prosecuted continuously to completion as expeditiously as possible. All necessary licenses and permits required for the work shall be obtained prior to the commencement thereof

Temporary staging and storage of materials and equipment, temporary buildings and trailers, and the parking of construction vehicles and equipment shall be allowed in locations approved by and subject to restrictions in each instance promulgated by the Santa Rita Reviewer, provided that (unless otherwise expressly approved in writing by the Santa Rita Reviewer) such activity is limited to the Lot or Condominium Unit of the Owner prosecuting such construction activity.

Construction vehicles shall only use those access points and roadways within the Development and the Property as are designated from time to time by the Santa Rita Reviewer.

Each Owner shall obtain and require its contractors and subcontractors to obtain insurance acceptable to the Santa Rita Reviewer during the pendency of any construction activities on its Lot or Condominium Unit.

Each Owner shall at all times during construction activities on its Lot or Condominium Unit not cause any nuisance and keep its Lot or Condominium Unit in a sightly, neat and orderly condition and shall promptly clean up any debris, waste or litter within the Development and the Property caused by its construction activities.

Each Owner shall be responsible for all damage caused to the Common Areas, Special Common Areas, the Lot or Condominium Unit of any other Owner, and any utility facilities or other Improvements arising from or relating to such Owner's construction activities.

These Construction Rules shall not apply to Declarant during the Development Period.

ATTACHMENT 4

SANTA RITA MASTER COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

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

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

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

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

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

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $75 per month and interest at a rate of twelve percent (12%) per annum on the amount of the Assessment from the due date thereof until paid in full.

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

1-E. Insufficient Funds. The Association may levy a charge of $50 for any check returned to the Association marked "not sufficient funds" or the equivalent.

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

Section 2. INSTALLMENTS & ACCELERATION

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

Section 3. PAYMENTS

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

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorneys' fees

(5) Fines

(6) Any other amount

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

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

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

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

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

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

Section 4. LIABILITY FOR COLLECTION COSTS

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

Section 5. COLLECTION PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. GENERAL PROVISIONS

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

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

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

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

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

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

ATTACHMENT 5

SANTA RITA MASTER COMMUNITY, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

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

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

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

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

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

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

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

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

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

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

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

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2013, and the retention period is five (5) years, the retention period begins on December 31, 2013 and ends on December 31, 2018. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

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

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

7. ***Presence of Board Member or Manager; No Removal.*** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

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

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

(b) Copy charge.

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

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

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

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

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

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

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

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

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

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

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

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

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

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

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

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

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

(f) Microfiche and microfilm charge.

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

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

(g) Remote document retrieval charge.

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

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

(h) Computer resource charge.

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

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

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

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

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

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

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

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

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

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

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

ATTACHMENT 6

SANTA RITA MASTER COMMUNITY, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

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

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

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

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

ELECTRONICALLY RECORDED **2016010364**
Williamson County Texas

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

SANTA RITA RANCH

FIRST AMENDMENT TO DESIGN GUIDELINES
[Middlebrook Ranch Section 1]

Williamson County, Texas

Cross reference to that certain Santa Rita Master Covenant, recorded as Document No. 2013033465, Official Public Records of Williamson County, Texas, as amended; and that certain Design Guidelines [Middlebrook Ranch Section 1], recorded as Document No. 2013033556, Official Public Records of Williamson County, Texas.

SANTA RITA RANCH

FIRST AMENDMENT TO DESIGN GUIDELINES FOR MIDDLEBROOK RANCH SECTION 1

This First Amendment to Design Guidelines [Middlebrook Ranch Section 1] for Santa Rita Ranch (this "**Amendment**") is made by Santa Rita KC, LLC, a Texas limited liability company ("**Declarant**") and is as follows:

RECITALS:

A. Pursuant to *Section 6.04(b)* of that certain Santa Rita Master Covenant, recorded as Document No. 2013033465, in the Official Public Records of Williamson County, Texas (the "**Covenant**"), Declarant adopted those certain Santa Rita Ranch Design Guidelines [Middlebrook Ranch Section 1], recorded as Document No. 2013033556 in the Official Public Records of Williamson County, Texas (the "**Design Guidelines**").

B. Pursuant to *Article IV* of the Design Guidelines, the Declarant, during the Development Period, may amend the Design Guidelines acting alone.

C. Declarant desires to amend and modify the Design Guidelines as set forth in this Amendment.

NOW THEREFORE, Declarant hereby desires to amend and modify the Design Guidelines as follows:

1. **Setbacks.** *Article VI, Section L* is hereby deleted in its entirety and replaced with the following:

> Without written approval from the Santa Rita Reviewer, no Improvements shall be constructed within a ten foot (10') rear setback area, which is measured from the rear boundary line of each Lot; provided, however, such prohibition shall not apply to the maintenance or repair of any existing walls or fencing within such setback area.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

[Signature Appears on Following Page]

EXECUTED TO BE EFFECTIVE on this 3rd day of February, 2016.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager,
a Texas limited liability company, Manager

By: _____
James Edward Horne, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 3 day of February, 2016 by James Edward Horne, Manager of MREM Texas Manage, LLC, a Texas limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public Signature

(SEAL)

2016010364
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
2/8/2016 9:29 AM
Pages: 3 Fee: $ 29.00
Williamson County Texas

59 PGS 2016067674
REST

GT GreenbergTraurig

AFTER RECORDING RETURN TO:

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Emily A. Jung, Esq.
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(1)

SANTA RITA RANCH

AMENDED AND RESTATED MASTER COVENANT

Williamson County, Texas

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN SANTA RITA MASTER COVENANT RECORDED AS DOCUMENT NO. 2013033465, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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

Declarant: SANTA RITA KC, LLC, a Texas limited liability company



SANTA RITA RANCH

AMENDED AND RESTATED MASTER COVENANT

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SANTA RITA RANCH

AMENDED AND RESTATED MASTER COVENANT

This Santa Rita Amended and Restated Master Covenant (the "**Master Covenant**") is made by **SANTA RITA KC, LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Santa Rita KC, LLC, a Texas limited liability company (the "**Original Declarant**") previously executed and recorded that certain Santa Rita Master Covenant, recorded as Document No. 2013033465, Official Public Records of Williamson County, Texas, as amended (the "**Original Master Covenant**").

B. Pursuant to the Original Master Covenant, Declarant owns, or has the option to acquire from **BRAUN FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership and **ROSELLE M. BRAUN**, individually ("**Seller**"), certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Property**"). In the Original Covenant, Declarant set forth its intent to create, on its behalf and on behalf of its successors and assigns, a uniform plan for the development, improvement, and sale of the Property by impressing upon all or any portion of the Property the terms and conditions of the Original Master Covenant by the Recording of one or more Notices of Applicability from time to time.

C. Portions of the Property were made subject to the Original Master Covenant upon the Recording of certain Notices of Applicability, Recorded in the Official Public Records of Williamson County, Texas (a "**Prior Notice of Applicability**"). A Prior Notice of Applicability has the same meaning as the term Notice of Applicability as set forth herein. Upon Recordation, the portions of the Property described in each Prior Notice of Applicability became part of the Development (as more fully defined below), and thus governed by and fully subject to the Original Master Covenant.

D. *Section 10.03* of the Original Master Covenant provides that the Original Master Covenant may be amended by Declarant acting alone.

E. Pursuant to *Section 10.03* of the Original Master Covenant, and through the Recordation of this Master Covenant, Declarant desires to and hereby so does amend and restate the Original Master Covenant in its entirety, as set forth in this Master Covenant. Upon Recordation of this Master Covenant, those portions of the Property which were already made subject to the Original Master Covenant are and shall continue to be encumbered by the terms and conditions of this Master Covenant.

F. This Master Covenant also serves notice that upon the further Recording of Notices of Applicability pursuant to *Section 9.05* of this Master Covenant, the portions of the Property described therein will also become a part of the Development and will be governed by and fully subject to this Master Covenant and any applicable Development Area Declaration (as defined below).

Note: No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be filed by the Declarant.

Property versus Development versus Development Area

"Property"	**Described on Exhibit "A". This is the land that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Applicability. Declarant has no obligation to annex all or any portion of the Property to this Master Covenant.**
"Development"	**This is any portion of the Property described in the Prior Notices of Applicability and all additional portions of the Property that have been made subject to this Master Covenant through the Recording of a Notice of Applicability.**
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Master Covenant by the Recording of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Property becoming subject to this Master Covenant are hereby incorporated into this Master Covenant for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iii) that each contract or deed conveying those portions of the Property which are made subject to this Master Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iv) upon Recording of this Master Covenant, the Original Master Covenant shall be amended, restated and replaced in its entirety by the terms and provisions of this Master Covenant and all portions of the Property already made subject to the Original Master Covenant pursuant to the Prior Notices of Applicability are and shall continue to be encumbered by the terms and conditions of this Master Covenant.

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

ARTICLE I
DEFINITIONS

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

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, and any other applicable building codes, zoning restrictions, permits and ordinances adopted by the City (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**ARRC**" means the Agreement Regarding Restrictive Covenants and Subdivision Improvements, entered into by and between Braun and Declarant, which may, but is not required, to be Recorded in the Official Public Records of Williamson County, Texas.

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

"**Assessment Unit**" means the number of units representing a certain share of the Association expenses allocated per deeded or other segregated interest (*i.e.*, product types) against which Assessments shall be levied pursuant to *Article V*.

"**Association**" means **SANTA RITA MASTER COMMUNITY, INC.,** a Texas nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

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

"**Braun**" means, collectively, **BRAUN FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, and **ROSELLE M. BRAUN**, individually.

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

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

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

"**City**" means the City of Liberty Hill, Texas, a Texas home rule municipality.

"**Commercial Lot**" means a Lot, if any, within the Development, other than Common Area or Special Common Area, which is designated by the Declarant for business or commercial use. The term "business or commercial use" shall include, but shall not be limited to, all office, retail, wholesale, manufacturing, and service activities, and may also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Master Covenant, may also include a Lot upon which a commercial or residential condominium regime will be impressed.

"**Common Area**" means any property or facilities that the Association owns or in which it otherwise holds rights or obligations, including, but not limited to, any property or facilities held by the Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the Recorded written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easements or other property interests by either the City or a District, including a MUD. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

"**Community Enhancement Covenant**" means that separate Recorded instrument containing covenants, restrictions, conditions and/or limitations, to which portions of the Property are subjected for the purposes of authorizing the Association to levy, collect and administer that certain "Community Enhancement Fee" as further defined therein and for such other purposes as set forth therein.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Declarant**" means **SANTA RITA KC, LLC,** a Texas limited liability company. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded written instrument assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Master Covenant.

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

"**Design Guidelines**" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, and adopted

pursuant to *Section 6.04(b)*, as the same may be amended from time to time, including, but not limited to any supplemental guidelines which may be adopted from time to time for portions of the Development. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Santa Rita Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Area, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Development or any portion thereof.

"**Development**" refers to those portions of the Property already encumbered by this Master Covenant as set forth in a Prior Notice of Applicability and any additional portion of the Property made subject to this Master Covenant by the Recording of a Notice of Applicability.

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

"**Development Area Declaration**" means, with respect to any Development Area, the separate Recorded instrument, as may be amended from time to time, setting forth additional covenants, conditions, restrictions, limitations and/or easements, applicable only to the portion of the Development identified therein or as otherwise set forth in one or more Notices of Applicability Recorded pursuant to *Section 9.05* below.

"**Development Period**" means the period of time beginning on the date when this Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, or marketing of the Property and the Development, or the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

"**District**" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, including but not limited to Williamson County Municipal Utility District No. 19A (a "**MUD**"), and any other MUDs created by the subdivision of the foregoing into separate or additional MUDs; (c) a municipal management district created pursuant to Chapter 375 of the Texas Local Government Code; or (d) any other similarly constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

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

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

"**Improvement**" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, homes, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

"**Individual Assessment**" means an Assessment levied against a Lots or Condominium Unit as described in *Section 5.07*.

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

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

"**Manager**" has the meaning set forth in *Section 3.08(h)*.

"**Master Covenant**" means this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject hereto by one or more Notices of Applicability Recorded pursuant to *Section 9.05* below.

"**Maximum Number of Lots**" means the maximum number of Lots that may be created and made subject to this Master Covenant. The Maximum Number of Lots is Six Thousand Three Hundred (6,300). Until expiration or termination of the Development Period, Declarant may unilaterally amend the Maximum Number of Lots by Recorded written instrument.

"**Member**" means each person or entity that holds membership privileges in the Association.

"**Mortgage**" means any mortgage or deed of trust securing indebtedness and covering any Lot or Condominium Unit.

"**Mortgagee**" or means the holder of any Mortgage.

"**Neighborhood**" has the meaning set forth in *Section 3.02*.

"**Neighborhood Delegate**" means the representative elected by the Owners of Lots and Condominium Units in each Neighborhood pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots and

Condominium Units in the Neighborhood on all matters requiring a vote of the membership of the Association, except for the following situations in which this Master Covenant specifically requires Members or Owners to cast their vote individually: (i) changes to the term of this Master Covenant as described in *Section 10.01;* and (ii) amendments to this Master Covenant as described in *Section 10.03*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members or Owners are required to cast their vote individually, and voting by Neighborhood Delegates is prohibited.

"**Notice of Applicability**" means the Recorded notice executed by the Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant in accordance with *Section 9.05* below. The Notice of Applicability may include a description of any Special Common Area or Service Area benefitting such portion of the Property added to this Master Covenant and any beneficiaries thereof. A Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration, and may be amended from time to time by Declarant. Furthermore, a Notice of Applicability may identify certain Common Areas on a Plat and designate the Association as the entity responsible for the maintenance of such Common Areas as of the date of Recordation. A Prior Notice of Applicability or any document or instrument adopted pursuant to the Original Master Covenant or referencing the term "Notice of Applicability" shall have the same meaning and effect as and shall hereafter be treated the same as a Notice of Applicability as set forth herein.

"**Notice of Plat Recordation**" means the Recorded notice executed by the Declarant for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat and withdrawing those portions of the Property which are included on the Plat but not shown as a Residential Lot from the terms and provisions of this Master Covenant in accordance with *Section 9.06* below.

"**Occupant**" means any resident, occupant, or tenant of a Lot or Condominium Unit, other than the Owner of such Lot or Condominium Unit.

"**Ordinary Public View**" means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk, Common Area or Special Common Area.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. A Mortgagee who acquires title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure is an Owner. A person or entity having an ownership interest in a Lot or Condominium Unit merely as security for the performance of an obligation is not an Owner. Every Owner is a Member of the Association.

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

"**Policy Manual**" means the policy manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended or modified, from time to time, by a Majority of the Board. Until the expiration or termination

of the Development Period, any amendment or modification to the Policy Manual must be approved in advance and in writing by the Declarant.

"**Property**" means all of that certain real property described on **Exhibit "A"**, attached hereto, that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Applicability pursuant to *Section 9.05* below, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Master Covenant.

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

"**Regular Assessments**" means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.03* for the purpose of funding the estimated net expenses of the Association as reflected on the Annual Budget (defined below).

"**Representative System of Voting**" means the method of voting which may be established by Declarant pursuant to *Section 3.06* below. Declarant shall have no obligation to implement the Representative System of Voting.

"**Residential Developer**" refers to any Owner who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development and/or resale to a Homebuilder.

"Residential Lot" means a Lot which is designated solely for single-family residential use.

"**Rules**" mean any instrument, however denominated, which may be initially adopted by the Declarant as part of the Policy Manual, or subsequently adopted by the Board, for the regulation and management of the Development, including any amendments to those instruments. During the Development Period, any amendment to the Rules must be approved in advance and in writing by the Declarant, unless such approval is otherwise waived by the Declarant in its sole discretion.

"Santa Rita Reviewer" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Santa Rita Reviewer will automatically be transferred to the architectural control committee appointed by the Board.

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

"**Service Area Assessments**" means those Assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

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

"**Special Assessments**" means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.04* for the purpose of enabling the Board to carry out the functions of the Association under the Documents, as may be determined from time to time by the Board in its sole discretion.

"**Special Common Area**" means any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, which is designated by Declarant in a Notice of Applicability, Development Area Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto, and which have been or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association, as further set forth in *Section 2.05*. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may be also for the use and enjoyment of members of the general public.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

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

"**Voting Group**" has the meaning set forth in *Section 3.07* below.

"**Working Capital Assessment**" means a one-time Assessment payable to the Association upon transfer of title of a Lot or Condominium Unit as described in *Section 5.08* for the purpose of establishing working capital, which may include the use of such amounts by the Association to discharge operating expenses.

TABLE 1: DOCUMENTS	
Master Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Applicability.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of this Master Covenant and any applicable Development Area Declaration.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a nonprofit corporation under Texas law.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Policy Manual (Recorded)	Establishes the Rules and policies governing the Association and the Development.
Design Guidelines (Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto.
Rules (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
Board Resolutions (adopted by the Board of the Association)	Documented decision-making by the Board to establish rules, policies, and procedures for the Association.
Notice of Plat Recordation (Recorded)	Identifies specific Lots on a Plat and withdraws all Property other than Lots from the terms and provisions of this Master Covenant. Declarant shall have no obligation to Record a Notice of Plat Recordation.

ARTICLE II
GENERAL RESTRICTIONS

2.01. General.

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

In addition to the terms of the Documents, the Property may also be subject to certain requirements pertaining to the use and development of the Property imposed by the Georgetown Utility Systems, Chisholm Trail Special Utility District and/or the Northern Edwards Aquifer Zone, including but not limited to specific requirements for landscaping and the use of

fertilizers, pesticides and herbicides, to the extent applicable. **EACH OWNER IS ADVISED TO REVIEW SUCH REQUIREMENTS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN THE DEVELOPMENT TO INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.**

(b) Compliance with Applicable Law and the Documents. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

(c) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from Declarant during the Development Period and the Board thereafter of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"), unless obtaining such approval is waived in writing, in the sole and absolute discretion of the Declarant or the Board, as applicable. In the event of a conflict between the Regulatory Submission Items approved pursuant to the Preliminary Regulatory Approval and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to obtain a final Preliminary Regulatory Approval. If granted, the Preliminary Regulatory Approval shall be conditional ONLY and any Improvements to be constructed in accordance with the Regulatory Submission Items must be submitted by the Owner to the Santa Rita Reviewer for approval in accordance with *Section 6.03(c)*, below. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Approval of Project Names. Each Owner is advised that the name used to identify any Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by Declarant during the Development Period.

(e) Development Amenities. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed, easement, or license) to: (a) the Association; or (b) another entity

designated by the Declarant or a Majority of the Board, as applicable, including but not limited to any then-existing District. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or a Majority of the Board, as applicable (*e.g.*, ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance or transfer is approved in advance and in writing by Declarant during the Development Period, or a Majority of the Board after expiration or termination of the Development Period.

2.02. Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but will apply only to portions of the Property made subject to the Development Area upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

2.03. Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that actual land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans. Neither Declarant, a Residential Developer, any Homebuilder, nor any other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development. It is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or to any proposed or actual changes in the Conceptual Plans, as they may be amended or modified from time to time.

THE DEVELOPMENT IS A MASTER PLANNED COMMUNITY WHICH WILL BE DEVELOPED OVER A NUMBER OF YEARS. THE PLANS, LAND USES, TOTAL NUMBER, DESIGN, LAYOUT AND LOCATION OF LOTS, LOCATION, DESIGN AND LAYOUT OF PROJECTED IMPROVEMENTS, ASSESSMENTS AND DOCUMENTS MAY BE CHANGED FROM TIME TO TIME, WITHOUT NOTICE OR OBLIGATION TO NOTIFY, DUE TO A NUMBER OF CIRCUMSTANCES, INCLUDING APPLICABLE LAW, MARKET DEMAND AND COST CONSTRAINTS. THERE ARE NO ASSURANCES THAT FUTURE IMPROVEMENTS OR FACILITIES DESCRIBED HEREIN WILL BE

CONSTRUCTED. DECLARANT RESERVES THE RIGHT TO MAKE PRICE MODIFICATIONS AND MAKE MODIFICATIONS IN MATERIALS AND SPECIFICATIONS AT ANY TIME WITH OR WITHOUT PRIOR NOTICE.

2.04. Provision of Benefits and Services to Service Areas.

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

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

2.05. Designation of Special Common Areas. During the Development Period, Declarant may designate, in a Notice of Applicability, a Development Area Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or Improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, as Special Common Area for the use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto. Such Owners shall have the obligation to pay Special Common Area Assessments for such Special Common Area. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may

additional for the use and enjoyment of members of the general public. Any portion of the Development designated as Special Common Area shall be conveyed to the Association, or the Association shall be granted rights or obligations with respect to such Special Common Area, or such Special Common Area shall otherwise be held by Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded written instrument designating such Special Common Area will identify the Lot(s), Condominium Unit(s), or other portion(s) of the Development assigned to such Special Common Area. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owner(s) of the Lot(s), Condominium Unit(s) or portion(s) of the Development to which the Special Common Area is assigned.

ARTICLE III
SANTA RITA MASTER COMMUNITY, INC.

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

3.02. Neighborhoods. Declarant reserves the right to Record a Designation of Neighborhood pursuant to *Section 9.07* to designate portions of the Development as part of a "Neighborhood." A Neighborhood may be comprised of any number of Lots and/or Condominium Units, and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Any Designation of Neighborhood shall initially assign the portion of the Property described therein to a specific Neighborhood which may then exist (being identified and described in a previously Recorded Notice of Applicability) or which may be newly created. After a Designation of Neighborhood is Recorded, any and all portions of the Development which are not assigned to a specific Neighborhood shall constitute a single Neighborhood. Declarant may Record an amendment to any previously Recorded Designation of Neighborhood to designate or change Neighborhood boundaries. Declarant shall have no obligation to establish Neighborhoods.

3.03. Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit.

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

(i) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the

Development Period, to cause such Improvements and features to be constructed upon the Common Area;

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

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

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

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

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

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

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

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

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

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

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

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

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

3.04. Governance.

(a) **Board of Directors; Officers**. The Board will consist of at least three (3) persons. The enumerated officers of the Association are those set forth in the Bylaws. Notwithstanding any provision in this Master Covenant to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove any and all Board members and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Board will call a meeting of Members for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. For the purposes of this election, the Development shall be considered a single Neighborhood, and the Representative System of Voting shall not apply. The Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in

accordance with the Bylaws. Upon expiration or termination of the Development Period, vacancies on the Board and officer appointments shall be filled by election at the annual meeting of the Association, or at a special meeting called for such purpose, as further set forth in the Bylaws.

(b) **Advisory Committees**. Subject to the requirements otherwise set forth in *Section 6.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may include the Declarant and/or one (1) or more Board members to a committee for any purpose; provided, that any such committee shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

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

(a) Residential Lot. Each Residential Lot will be allocated one (1) vote. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit (as defined in *Section 5.09(b)*). In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, votes and Assessment Units which are allocated pursuant to *Section 5.09* below will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration and the approval of the Santa Rita Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot and Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability applicable to such Commercial Lot or Condominium Unit. Declarant will determine such number of votes in its sole and absolute discretion. Declarant's determination regarding the number of votes applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative vote allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or a Majority of the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the Notice of Applicability allocating votes thereto was originally Recorded. In the event of a modification to

the votes allocated to a Commercial Lot or Condominium Unit, Declarant, or the Board, as applicable, will Record an amended Notice of Applicability setting forth the revised allocation of votes attributable to the Commercial Lot or Condominium Unit.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) Co-Owners. Any co-Owner may cast the vote for the Lot or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests to the Secretary prior to the close of balloting. In the absence of a Majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Lot or Condominium Unit exceed the total votes allocated to such Lot or Condominium Unit pursuant to this *Section 3.05*.

3.06. Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Neighborhood Delegate for a particular Neighborhood. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration or termination of the Development Period by Recorded written instrument.

(a) Election of Initial Neighborhood Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots and Condominium Units within each Neighborhood shall elect a Neighborhood Delegate and an alternate Neighborhood Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in such Neighborhood on matters requiring a vote of the Members, except where this Master Covenant specifically requires the Members to cast their votes individually as described in the definition of "Neighborhood Delegate" in *Article 1* of this Master Covenant, or elsewhere in the Documents. Notwithstanding the foregoing or any provision to the contrary in this Master Covenant, as provided in *Section 3.04* above, until one hundred twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove all members of the Board.

(b) Term. The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners within such Neighborhood, or at a meeting of the Owners within such Neighborhood where written, electronic, proxy, and/or absentee ballots may also be utilized, as the Board may determine from time to time. If the Board determines to hold a meeting for the election of the Neighborhood Delegate and the alternate Neighborhood Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Neighborhood shall constitute a quorum at such meeting. For so long as a quorum is not met to elect a Neighborhood Delegate

and an alternate Neighborhood Delegate by the Owners within such Neighborhood, Declarant during the Development Period, and the Board thereafter, shall have the right to appoint a Neighborhood Delegate and an alternate Neighborhood Delegate until such positions are elected at any subsequent meeting which has been duly called for such purpose. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Neighborhood Delegate and alternate Neighborhood Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Neighborhoods to occur in close proximity to one another; provided, however, that the term of an existing Neighborhood Delegate and alternate Neighborhood Delegate shall not be extended for more than twelve (12) months.

(c) Election Results. At any election for the purpose of electing a Neighborhood Delegate and an alternate Neighborhood Delegate, the candidate who receives the greatest number of votes shall be elected to serve as the Neighborhood Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Neighborhood Delegate. The Neighborhood Delegate and alternate Neighborhood Delegate shall serve until his or her successor is elected or appointed, as applicable.

(d) Voting by the Neighborhood Delegate. The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, shall attend Association meetings and cast all votes allocated to the Lots and Condominium Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under this Master Covenant, including the election of Board members upon the expiration or termination of the Development Period. A Neighborhood Delegate may cast all votes allocated to the Lots and Condominium Units in the Neighborhood in such Neighborhood Delegate's discretion and may, but need not, prior to voting, poll the Owners of Lots and Condominium Units in the Neighborhood which he or she represents. Neither the Neighborhood Delegate nor the alternative Neighborhood Delegate may cast votes allocated to Lots and Condominium Units not owned by such Neighborhood Delegate in the Neighborhood that he or she represents for the purpose of amending this Master Covenant.

(e) Qualification. Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall be Owners of Lots or Condominium Units in the Neighborhood, spouses of such Owners, Occupants of the Neighborhood, or an entity representative where an Owner is an entity.

(f) Removal. Any Neighborhood Delegate or alternate Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Neighborhood that the Neighborhood Delegate represents, or by the Declarant during the Development Period. If a Neighborhood Delegate is removed in accordance with the foregoing sentence, the alternate Neighborhood Delegate shall serve as the Neighborhood Delegate unless such alternate Neighborhood Delegate is also removed.

(g) Subordination to the Board. Neighborhood Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

(h) Running for the Board. An Owner may not simultaneously hold the position of Neighborhood Delegate and be a Board member. In addition, if the Representative System of Voting is established, a Neighborhood Delegate running for the Board shall resign his or her position prior to casting any vote for a candidate running for a position as a Board member (including himself or herself). In the event a Neighborhood Delegate resigns in order to run for a position on the Board, the alternate Neighborhood Delegate shall serve out the rest of the term of the former Neighborhood Delegate, and another alternate Neighborhood Delegate shall be elected by the Owners in the Neighborhood to serve out the term as the successor alternate Neighborhood Delegate.

3.07. Voting Groups. Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing Board members. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Neighborhoods are able to elect the entire Board. Voting Groups may be established by the Declarant in accordance with this *Section 3.07*, without regard to whether the Representative System of Voting has been implemented by Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Neighborhood Delegate shall only vote on the slate of Board member candidates assigned to the Neighborhood Delegate. If Voting Groups are established and the Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit in a particular Neighborhood shall only vote on the slate of Board member candidates assigned to such Neighborhood.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period, by Recording a written instrument identifying the Neighborhoods within each Voting Group (the "**Voting Group Designation**"). The Voting Group Designation will assign the number of Board members which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time during the Development Period. After expiration or termination of the Development Period, the Board shall have the right to amend a Voting Group Designation upon the vote of a Majority of the Board and approval of a Majority of the Neighborhood Delegates. An amendment to a Voting Group Designation shall not constitute an amendment to this Master Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08. Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

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

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to protect the Association and carry out the Association's functions.

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

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

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, or in any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant, before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.08(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH**

COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

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

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

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

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

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

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

(v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant (the "**Manager**"), to manage and operate the Association, its real or personal property, including any Common Area or Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails,

ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

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

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Service Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

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

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.08(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

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

(p) Relationships with Districts and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area to any District or nonprofit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, the Members or Occupants. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The

Association may maintain multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

3.09. Common Area and Special Common Area. The Association may acquire, hold, maintain, insure and dispose of any interest in tangible and intangible personal property and real property. Declarant, the City or a District may transfer or convey to the Association interests in real or personal property, including the Facilities (as further defined below) within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, the City, a District, the general public, any third party and/or property not otherwise subject to the terms and provisions of this Master Covenant. Such easements will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Owners, the Development and/or the general public subject to any restrictions set forth in the deed or other instrument conveying, transferring or assigning such property to the Association. Upon Declarant's written request during the Development Period, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10. Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11. Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such

person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.12. Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.08* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13. Community Services and Systems. The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any

individual or entity. Any or all of the Community Services and Systems may be provided either: (a) directly through the Association and paid for by the Owners as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives any or all of the Community Services and Systems. In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant, or affiliate of the Declarant, may enter into an agreement with the Association with respect to the Community Services and Systems provided. In the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant, or the affiliate of the Declarant, may assign any or all of the rights or obligations of the Declarant, or the affiliate of the Declarant, under such contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. The Declarant and the Association, or any of their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to any refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

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

3.15. Administration of Common Area, Special Common Area, or Service Area. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE IV
INSURANCE

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

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02. Restoration Requirements. In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Santa Rita Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to the same exterior condition which existed prior to the damage or destruction thereof, within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage or destruction. Unless otherwise approved by the Santa Rita Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements which have been damaged or destroyed, as determined by the Santa Rita Reviewer, in its sole and absolute discretion. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one half percent (1.5%) per month) will be levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. EACH OWNER HEREBY INDEMNIFIES, RELEASES, AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

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

ARTICLE V
COVENANT FOR ASSESSMENTS

5.01. Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.09* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon or each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

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

5.02. Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03. Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget to establish the estimated net expenses of the Association (the "**Annual Budget**") by setting forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which excludes (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments shall be set at such a level which is sufficient to fund the estimated net expenses of the Association as reflected on the Annual Budget, as determined by the Board in its sole and absolute discretion, and such amount shall thereafter be levied against each Lot and Condominium Unit. The Board's determination as to the amount of the Regular Assessments to be levied will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04. Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever, in the Board's sole discretion, such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.05. Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the Special Common Area Expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area (the **"Special Common Area Budget"**). The Special Common Area Budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments

will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole discretion.

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

5.07. Individual Assessments. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; and (i) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis.

5.08. Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time Working Capital Assessment to the Association in such amount, if any, as may be determined by the Declarant during the Development Period, and by the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Board, as applicable, setting forth the amount of the Working Capital Assessment and the Lot(s) or Condominium Unit(s) to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; or (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a

Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot or Condominium Unit from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (y) acquires a Lot or Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (z) who acquires the Lot or Condominium Unit for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant during the Development Period, or the Board thereafter, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and the Board thereafter, will have the power to waive the payment of any Working Capital Assessment attributable to any or all Lots or Condominium Units by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.09. Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each Assessment Unit set forth in *Section 5.09(b)* below. Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally among Lots or Condominium Units within the Service Area; (ii) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the Service Area.

(b) Assessment Unit. Each Residential Lot is allocated one (1) Assessment Unit unless otherwise provided in *Section 5.09(c)*. Each Commercial Lot and Condominium Unit will be allocated that number of Assessment Units set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Applicability may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time of Recording of the Notice of Applicability. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, Declarant or the Board, as applicable, will

Record an amended Notice of Applicability setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(c)* will be final, binding and conclusive.

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

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, or any Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

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

5.11. Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which such Assessments are levied. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by Applicable Laws (including usury laws) on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12. Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (a) tax and governmental assessment

liens; (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (c) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (b) and (c) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Master Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Lot or Condominium Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Occupant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose

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

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

(a) All area dedicated and accepted by a District or other public authority or governmental or quasi-governmental entity;

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

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

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

5.14. Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the Fine and Enforcement Policy contained in the Policy Manual. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, Occupant, or the Owner's or Occupant's guests, agents, or invitees. The Manager shall have authority to send notices to Owners informing them of the alleged violations and asking the Owners to comply with the Documents, and/or informing the Owners of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against an Owner is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Master Covenant. Unless otherwise provided in this *Section 5.14*, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5.*

ARTICLE VI
SANTA RITA REVIEWER

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

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

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

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

(a) ACC. The ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

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

6.03. Prohibition of Construction, Alteration and Improvement.

(a) Construction of Improvements. No Improvements shall be constructed, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Santa Rita Reviewer. The Santa Rita Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Development.

(b) Improvements Not Within Ordinary Public View. Notwithstanding anything to the contrary as set forth above, unless otherwise provided in the Design Guidelines, an Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of any Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such Improvements and activities are not within Ordinary Public View.

(c) Preliminary Regulatory Approval. If an Owner is required to obtain and is granted a Preliminary Regulatory Approval pursuant to *Section 2.01(c)* above, no Improvements may be constructed in accordance with any permit or approval otherwise granted by the applicable regulatory authority until the Owner has submitted to the Santa Rita Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Santa Rita Reviewer issues a written notice to proceed in compliance with such approval (the "**Notice to Proceed**").

6.04. Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Santa Rita Reviewer together with any review fee which is imposed by the Santa Rita Reviewer in accordance with *Section 6.04(b)*. No plat, re subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and

specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Santa Rita Reviewer. The Santa Rita Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the Owner to construct the Improvements. The Santa Rita Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Santa Rita Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Santa Rita Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Santa Rita Reviewer, in its sole discretion, may require. Site plans must be approved by the Santa Rita Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Santa Rita Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Santa Rita Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Santa Rita Reviewer may issue an approval to a Homebuilder or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

(b) Design Guidelines. The Santa Rita Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided, however, that Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Santa Rita Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Santa Rita Reviewer and used to defray the administrative expenses and any other costs incurred by the Santa Rita Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Santa Rita Reviewer will be distributed to the Association at the end of each calendar year. The Santa Rita Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Santa Rita Reviewer. The Santa Rita Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Santa Rita Reviewer as provided herein, and the Santa Rita Reviewer fails to either approve

or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

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

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

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

(g) Non Liability of Santa Rita Reviewer. NEITHER THE DECLARANT, THE BOARD NOR THE SANTA RITA REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE SANTA RITA REVIEWER'S DUTIES UNDER THIS MASTER COVENANT.

ARTICLE VII
MORTGAGE PROVISIONS

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

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

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

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

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

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

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

ARTICLE VIII
EASEMENTS AND DISCLOSURES

8.01. **Reserved Easements**. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said dedications, limitations, restrictions, easements, rights-of-way, licenses, leases, encumbrances, reservations and other grants for the purpose of developing the Property and the Development.

8.02. **Common Area or Special Common Area Right of Ingress and Egress**. Declarant, its agents, employees, successors and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

8.03. **Bulk Rate Services; Community Services and Systems Easement**. The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair,

including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

8.04. Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

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

8.06. Landscape, Monumentation and Signage Easement. Declarant hereby reserves a perpetual, nonexclusive easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

8.07. Easement for Maintenance of Drainage Facilities. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in additional declarations, agreements or other written instruments as the same shall be Recorded from time to time.

8.08. Easement for Special Events. The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area and Special Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times

as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement

8.09. Drainage, Detention and Water Quality Facilities Easement. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds or related improvements, which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Facilities**"). Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair, or replacement of the Facilities (the "**Facilities Easement**"). Declarant may designate the Facilities as Common Area or Special Common Area by Recording a written notice identifying the particular Facilities and shall describe the Facilities Easement reserved herein. Declarant may also dedicate all or a portion of the Facilities to the City or to a District or other governmental or quasi-governmental authority (which may include a designation of or retention of maintenance responsibilities to or by the Association), or convey or transfer or cause to be conveyed or transfer all or any portion of the Facilities to the Association to be maintained or and otherwise held as Common Area, Special Common Area, or a Service Area for the benefit of the Development, the Owners and/or the general public. If the Facilities are designated, dedicated, or conveyed or transferred, or if maintenance responsibility is reserved for or by the Association, the Association shall maintain and operate the Facilities in accordance with Applicable Law, and in accordance with any requirements of the City, any applicable District or other governmental or quasi-governmental authority to which the Facilities have been dedicated.

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

8.11. Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and his or her respective guests and invitees, shall be responsible for his or her own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such

Owner's Lot or Condominium Unit that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

8.12. Public Use Improvements. Certain Improvements, physical assets, and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

8.13. Stormwater Runoff. From time to time, Declarant may grant easements to a District, the City and/or the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of the Facilities or certain other drainage facilities that may be constructed in order to convey and receive stormwater runoff from and to the Property. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of other drainage facilities that convey and receive stormwater runoff from and to the Development, the Property, and any other property owned by Declarant, as set forth in one or more declarations, agreements, or other Recorded written instruments.

ARTICLE IX
DEVELOPMENT RIGHTS

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

9.02. Special Declarant Rights. Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, Common Area, or Special Common Area as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03. Addition of Land. Declarant may, at any time and from time to time, add additional land to the Property and, upon the Recording of a notice of addition of land (as set forth below), such land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added land will be considered part of the Development and be subject to this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the land originally covered by this Master Covenant. Such

added land need not be contiguous to the Property. To add land to the Property, Declarant shall Record a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

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

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

(c) A legal description of the added land.

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

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

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

(c) A legal description of the withdrawn land.

Notwithstanding the foregoing, pursuant to the terms and provisions of the ARRC, the prior written consent of Braun may be required as a precondition to Declarant's exercise of its right hereunder to withdraw land from the Property.

9.05. Notice of Applicability. Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. This Master Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability legally describing such applicable Property and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. To be effective, a Notice of Applicability must be executed by Declarant, and the portion of the Property included in the Notice of Applicability need not be owned by the Declarant. The Notice of Applicability may include a description of any Special Common Area or Service Area benefitting such portion of the Property added to this Master Covenant and any beneficiaries thereof. Declarant may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any

Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). Furthermore, a Notice of Applicability may identify certain Common Areas on a Plat and designate the Association as the entity responsible for the maintenance of such Common Areas of the date of Recordation. To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall Record a Notice of Applicability containing the following provisions:

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

(b) If applicable, a reference to the Recorded Development Area Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property);

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

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

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

(f) If applicable, an identification of any Common Areas set forth on a Plat and a designation of the Association as the entity responsible for the maintenance thereof.

NOTICE TO TITLE COMPANY

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

9.06. Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a Notice of Plat Recordation to clearly identify specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this *Article 9*). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Master Covenant.

9.07. Designation of Neighborhood. Declarant may, at any time and from time to time, file a designation of neighborhood (a "**Designation of Neighborhood**") assigning portions of the Development to a specific Neighborhood. Upon the Recording of a Designation of Neighborhood, such portion of the

Development shall be considered part of the Neighborhood to which it is designated. To assign portions of the Development to a specific Neighborhood, Declarant shall Record a Designation of Neighborhood containing the following provisions:

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

(b) An identification of the Neighborhood applicable to such portion of the Development and a statement that such portion of the Development will be considered part of such Neighborhood for purposes of this Master Covenant; and

(c) A legal description of the designated portion of the Development.

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

ARTICLE X
GENERAL PROVISIONS

10.01. Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Master Covenant is Recorded, and continuing through and including January 1, 2066, after which time this Master Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 10.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting his or her vote individually. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

10.02. Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be

allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03. Amendment. This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 10.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

Notwithstanding the foregoing, pursuant to the terms and provisions of the ARRC, the prior written consent of Braun may be required as a precondition to Declarant's exercise of its right hereunder to amend this Master Covenant.

10.04. Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

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

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

10.07. Severability. If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Master

Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

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

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

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

No assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. Without limitation on the foregoing, notice is hereby provided that, in accordance with the terms and provisions of the ARRC, Braun may succeed to certain of the right of Declarant hereunder. In such event, a written instrument will be recorded in the Official Public Records of Williamson County, Texas which sets forth those right of Declarant to which Braun has succeeded in accordance with the terms and provisions of the ARRC.

10.11. Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

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

Association within said period, then the period will be extended until such information is made available to the Association.

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

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

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

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

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12. No Partition. Except as may be permitted in this Master Covenant or any amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

10.13. Notices. Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address

given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: GHWSR, LLC, Co-Manager

By: _____
James Edward Horne, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of MAY, 2016, by James Edward Horne, Manager of GHWSR, LLC, Co-Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public, State of Texas

ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

BRAUN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

By: Rosemoo Management, L.L.C., a Texas limited liability company, its General Partner

By: Roselle M. Braun
Roselle M. Braun, Manager

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 19th day of July, 2016, by Roselle M. Braun, Manager of Rosemoo Management, L.L.C., a Texas limited liability company, General Partner of Braun Family Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]

DEBORAH BASQUEZ
Notary Public, State of Texas
My Commission Expires
JULY 2, 2018

Deborah Basquez
Notary Public Signature

Roselle M Braun
ROSELLE M. BRAUN, Individually

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 19th day of July, 2016, by Roselle M. Braun.

[SEAL]

DEBORAH BASQUEZ
Notary Public, State of Texas
My Commission Expires
JULY 2, 2018

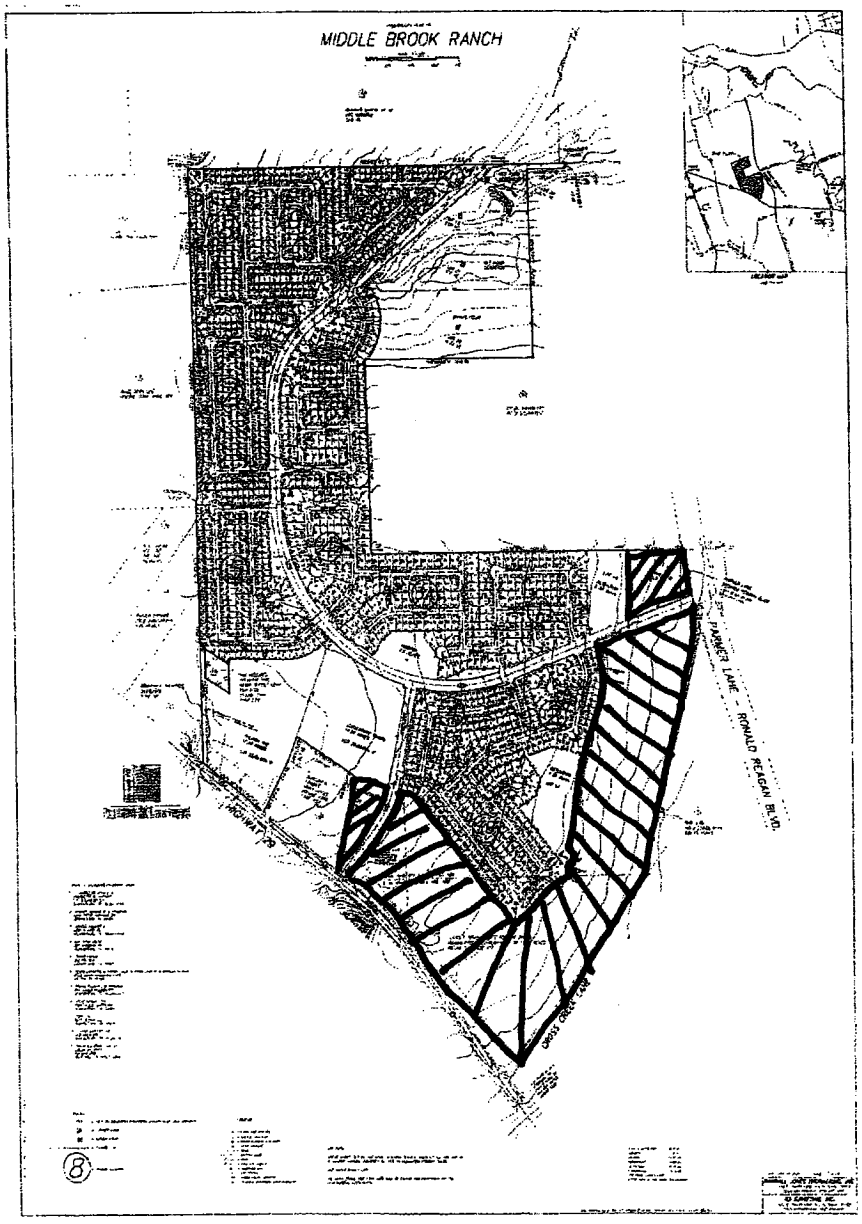
Deborah Basquez
Notary Public Signature

EXHIBIT "A"

DESCRIPTION OF PROPERTY

1636 acres of land, more or less, situated in Williamson County, Texas, and described on Exhibit "A-1" and Exhibit A-2, SAVE AND EXCEPT those portions of the real property described on Exhibit "A-1" and Exhibit "A-2" which have been marked with cross-hatching.

EXHIBIT "A-1"



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT "A-2"



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2016067674

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas
July 27, 2016 10:05 AM
FEE: $257.00 BARRICK

ELECTRONICALLY RECORDED 2016068328
Williamson County Texas

GreenbergTraurig

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION
[*AGE-RESTRICTED*]

A Master Planned Community in
Williamson County, Texas

Declarant: **SANTA RITA KC, LLC**, a Texas limited liability company

Cross reference to that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas.

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SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION
[*AGE-RESTRICTED*]

This Development Area Declaration [*Age-Restricted*](the "**Development Area Declaration**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously Recorded that certain Santa Rita Master Covenant, recorded as Document No. 2013033465 in the Official Public Records of Williamson County, Texas, as amended and restated by that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas (collectively, the "**Master Covenant**").

B. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Master Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Master Covenant.

A Development Area is a portion of Santa Rita Ranch which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

C. Upon the Recording of a Notice of Applicability that references this Development Area Declaration, portions of the Property identified in such notice will be subject to the terms and provisions of this Development Area Declaration. Property made subject to the terms and provisions of this Development Area Declaration, from time to time by the Recording of one or more Notices of Applicability, is referred to herein as the "**Development Area**."

NOW, THEREFORE, it is hereby declared: (a) those portions of the Property as and when made subject to this Development Area Declaration by the Recording of a Notice of Applicability in accordance with *Section 9.05* of the Master Covenant will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (b) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (c) that this Development Area

Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE 1
DEFINITIONS

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

"**Age Qualified Occupant**" means a person of not less than fifty-five (55) years of age.

"**Disregarded Resident**" means any Owner or Occupant who is either: (a) an employee of the Association, provided that such person performs substantial duties related to the management of Association or maintenance of any Common Area; or (b) necessary to provide reasonable accommodation to disabled Occupants.

"**Dwelling**" means any building on a Lot designed and intended for use and occupancy as a single-family residence. Only one (1) Dwelling per Lot shall be permitted.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE 2
AGE RESTRICTIONS

2.01 **Generally**. Each Dwelling may be occupied by either: (a) Disregarded Residents; or (b) no more than four (4) persons, at least one (1) of whom shall be an Age Qualified Occupant.

2.02 **Exceptions**. Notwithstanding the provisions of *Section 2.01* to the contrary, a Dwelling may be occupied by any of the persons set forth below:

(a) Persons nineteen (19) years of age or under, provided that any such persons do not occupy the Dwelling for more than a maximum period of ninety (90) days within any twelve (12) month period;

(b) Any person who takes title to a Lot through a conveyance or change of interest by reason of death of the prior Owner of the Lot, whether provided for in a will, trust or decree of distribution; and/or

(c) Any person granted an exception by the Board, in its sole discretion.

For purposes of calculating the number of occupied Dwellings, Dwellings occupied solely by Disregarded Residents shall be excluded from such calculation. In no event shall any person occupy a Dwelling if occupancy by such person would result in fewer than eighty percent (80%) of all occupied Dwellings being occupied by at least one (1) Age Qualified Occupant.

2.03 Sale or Transfer. Each Owner shall be responsible for including the statement that Dwellings are intended for occupancy by Age Qualified Occupants, as set forth above, in conspicuous type in any purchase and sale agreement or transfer documents relating to such Owner's Lot and/or Dwelling, which agreements or contracts shall be in writing and signed by the purchaser

2.04 Notice of Transfer. In the event of any proposed change in occupancy of any Dwelling, as a result of transfer, sale, gift, assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of such Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed Occupants of the Dwelling and such other information as the Board may reasonably require to verify the age of each Occupant. No voluntary change in occupancy shall occur unless such change complies with the provisions of this *Article 2*. Persons purporting to acquire title or a right of possession to a Dwelling by sale, gift or other transfer that do not comply with the restrictions set forth in this *Article 2* shall not be entitled to occupy the Dwelling in question. The Board shall be entitled to bring an action to evict any disapproved Occupant and such person shall be liable for the Board's legal fees and costs, at trial and upon appeal, in connection with any and all legal action taken to enforce the provisions of this *Article 2*.

2.05 Maintaining Age Records. The Board will maintain age records of all Occupants. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with *Section 2.01* and *Section 2.02* and Applicable Law, including policies regarding verification of compliance with Applicable Law. The Association shall develop procedures for determining the occupancy of each Dwelling. The Association may require Occupants to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications and other official documents containing birth date of comparable reliability. In furtherance of the foregoing, at least once each two (2) years, the Association shall conduct a survey of the Occupants of all Dwellings to determine whether the community is in compliance with the provisions of *Section 2.01* and *Section 2.02* and Applicable Law.

ARTICLE 3
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions.

3.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes. The Development Area shall not be used for any other purposes without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with all Applicable Law; (b) participating in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (c)

the existence or operation of the business activity is not apparent or detectable by sight, *i.e.,* no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development; (e) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. Leasing of a residence shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant, a Residential Developer or a Homebuilder.

3.02 **Rentals**. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

3.03 **Window or Glass Door Treatments**. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit, or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

3.04 **Trash Containers**. Trash containers and recycling bins must be stored at all times either: (a) inside the garage of the residence; or (b) behind the single-family residence or fence constructed on the Lot in such a manner that the trash container and recycling bin are not visible from Ordinary Public View. The Santa Rita Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

3.05 **Unsightly Articles; Vehicles**. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and

no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible to Ordinary Public View on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (y) in enclosed garages; and (z) behind a fence so as to not be visible from Ordinary Public View is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Santa Rita Reviewer shall be permitted.

3.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

3.07 Antennas. The installation of only certain antennas shall be permitted in the Development, as further set forth below.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected,

maintained or placed on a Lot without the prior written approval of the Santa Rita Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Santa Rita Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from Ordinary Public View. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from Ordinary Public View. In order of preference, the locations of a Permitted Antenna which will be considered least visible from Ordinary Public View by the Santa Rita Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Santa Rita Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted; provided, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Santa Rita Reviewer from time to time. Please contact the Santa Rita Reviewer for the current rules regarding installation and placement.

3.08 Signs. Except for those permitted signs as set forth below or otherwise permitted by Applicable Law, no sign of any kind may be displayed or visible to Ordinary Public View on any Lot without the prior written approval of the Santa Rita Reviewer.

(a) Permitted under the Documents. Signs which are expressly permitted pursuant to the Design Guidelines or Rules and Regulations may be displayed on a Lot.

(b) Sales and Marketing. Signs which are part of Declarant's or a Homebuilder's overall marketing, sale, or construction plans or activities for the Property shall be permitted on any Lot.

(c) School Spirit. One (1) temporary school "spirit" sign may be placed on any Lot so long as the sign: (i) is professionally made; (ii) is limited to maximum face area of five square feet (*e.g.,* 2' x 2.5') on each visible side; (iii) is mounted on a single or frame post if free standing; (iv) does not exceed four feet (4') in height from finished grade at the location where the sign is located; and (v) is removed within five (5) business days following the athletic season for which the sign relates.

(d) For Sale. One (1) temporary "For Sale" sign placed on any Lot so long as the sign: (i) is professionally made; (ii) is limited to a maximum face area of five square feet (*e.g.,* 2' x 2.5') on each visible side; (iii) is mounted on a single or frame post if free standing; (iv) does not exceed four feet (4') in height from finished grade at the location where the sign is located; (v) is removed within two (2) business days following the sale of the Lot; provided, however, that "For Lease" and "For Rent" signs are expressly prohibited.

(e) Elections. Political signs may be displayed on any Lot provided that: (i) the sign is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) the sign is removed no later than the 10th day after the date of the election to which the sign relates; (iii) the sign is ground-mounted; (iv) only one sign may be erected for each candidate or ballot item; and (v) signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are strictly prohibited.

(f) Religious Items. A religious item may be displayed on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame) provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five square inches (*e.g.,* 5" x 5").

(g) Permits. Permits may be displayed on any Lot as may be required by: (i) legal proceedings; or (ii) a governmental entity

(h) No Solicitation. A "no soliciting" and "security warning" sign may be displayed on or near the front door to a residence, provided that the sign does not exceed twenty-five square inches (*e.g.,* 5" x 5").

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

3.09 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted**

Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Santa Rita Reviewer. Approval by the Santa Rita Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

3.10 Tanks. Unless otherwise approved in writing by the Santa Rita Reviewer, no tanks for any purpose other than swimming pools and residential gas grills may be erected, placed or permitted on any Lot without the advance written approval of the Santa Rita Reviewer. All tanks must be screened so not to be visible from Ordinary Public View.

3.11 Hazardous Activities. No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development Area which are or might be unsafe or hazardous to any person or properties. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No exterior fires, except that barbecues, outside fires in fireplaces and braziers or other fires contained within designated facilities or receptacles and in areas designated and approved by the Santa Rita Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

3.12 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer which are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

3.13 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Common or the Master Community Facilities, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 3.13*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

3.14 Rubbish and Debris. As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

3.15 **Permanent On Street Parking**. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 3.15* may be subject to towing as permitted by Applicable Law.

3.16 **Maintenance**. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 3.16* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all Applicable Law;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

ARTICLE 4
CONSTRUCTION RESTRICTIONS

4.01 **Construction of Improvements**. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Santa Rita Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Santa Rita Reviewer has adopted Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Santa Rita Reviewer as authorized by the Master Covenant.

4.02 **Subdividing**. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

4.03 **Building Materials**. All building materials must be approved in advance by the Santa Rita Reviewer.

4.04 **Unfinished Structures**. No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced. Construction of the principal or primary residence on a Lot must commence construction no later than two (2) years after the initial conveyance by Declarant to a Homebuilder or other third-party purchaser.

4.05 **Sight Distance at Intersection**. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet (2') and six feet (6') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

4.06 **Utility Lines**. Unless otherwise approved by the Santa Rita Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

4.07 **Accessory Dwelling Units**. Any secondary dwelling structure which may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto ("**Accessory Dwelling Units**") shall be allowed on any Lot(s) as approved by the Santa Rita Reviewer. Subject to approval by the Santa Rita Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

4.08 **Recreational Courts and Playscapes**. No recreational courts, e.g., "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

4.09 Basketball Goals; Permanent and Portable. Upon prior written approval by the Santa Rita Reviewer, basketball goals may permanently installed on a Lot and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the Santa Rita Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

4.10 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

4.11 Garages; Minimum Parking Spaces. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least one (2) automobiles. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Santa Rita Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence are set forth in the Design Guidelines.

4.12 Fences. No fence or any fending materials may be constructed or used in the Development Area without the prior written consent of the Santa Rita Reviewer. Unless otherwise agreed between the Owners of any Lots, side and rear yard fences that separate adjacent Lots shall be owned and maintained by the Owner on whose Lot the fence has been installed, or if the location is indeterminate, such fence will be maintained jointly by such Owners with expenses being shared equally. Additional fencing requirements, if any, are set forth in the Design Guidelines.

4.13 Driveways. The design, construction material, and location of: (a) all driveways, and (b) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines.

4.14 HVAC Location; Window Units Prohibited. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Santa Rita Reviewer. No window or wall type air-conditioning apparatus or evaporative cooler may be used, placed, maintained or attached to any wall or window or any other location on a residence, Accessory Dwelling Unit, garage or other structure on the Lot where it would be visible from Ordinary Public View or an adjacent Lot. All HVAC units must be screened from view.

4.15 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines.

Each Owner will be responsible, at such Owner's sole cost and expense, for installing and maintaining an automatic irrigation system to serve the landscaped areas of the entire yard each Lot (the "**Yard Landscape Area**"). The automatic irrigation system must comply with Applicable Law. Each Owner shall further ensure that the automatic irrigation system does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

4.16 **Foundation Shielding**. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

4.17 **Drainage**. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

4.18 **Concrete Truck Clean-Out Site**. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Santa Rita Reviewer (the "**Clean-Out Site**") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this Section, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the

Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

4.19 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, subject to the following provisions.

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall submit the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Master Covenant.

(b) Approval Process. The Santa Rita Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Master Covenant. The Santa Rita Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 4.19(c)* below **UNLESS** the Santa Rita Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 4.19(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Santa Rita Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 4.19* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Santa Rita Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Santa Rita Reviewer. If the Owner desires to contest the alternate location proposed by the Santa Rita Reviewer, the Owner should submit information to the Santa Rita Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be

located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line;

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

4.20 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Santa Rita Reviewer, subject to the following provisions.

(a) Application. To obtain Santa Rita Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Santa Rita Reviewer will be made in accordance with *Article 6* of the Master Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Santa Rita Reviewer;

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device;

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer. See *Section 4.20(d)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, the Santa Rita Reviewer may regulate the size, type, shielding of, and materials used in the

construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from being visible from Ordinary Public View or an adjacent Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from Ordinary Public View or an adjacent Lot, any additional requirements imposed by the Santa Rita Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

4.21 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**"). All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Santa Rita Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Santa Rita Reviewer for Xeriscaping, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Santa Rita Reviewer. For purposes of this Section, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Santa Rita Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Santa Rita Reviewer.

(c) Process. The decision of the Santa Rita Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted or other provisions in the Documents which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Section when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Santa Rita Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Santa Rita Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

4.22 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any

deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Master Covenant.

4.23 Owner's Obligation to Maintain Street Landscape Area. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the **"Association Landscape Area"**). If the Association assumes such responsibility as set forth herein, Owner shall neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-

half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.23* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

4.24 **Construction Activities**. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.24* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

ARTICLE 5
DEVELOPMENT

5.01 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability in accordance with *Section 9.05* of the Master Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.05* of the Master Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

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

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

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

(c) A legal description of the withdrawn land.

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

ARTICLE 6
GENERAL PROVISIONS

6.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 6.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 6.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

6.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (a) the Declarant, acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 6.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

6.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration

will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

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

6.06 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

6.07 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 26th day of May, 2016.

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of MAY, 2016, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public, State of Texas

2016068328
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
7/28/2016 3:03 PM
Pages: 26 Fee: $ 121.00
Williamson County Texas

ELECTRONICALLY RECORDED 2016068329
Williamson County Texas

AFTER RECORDING RETURN TO:

GreenbergTraurig

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
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Email: vendittic@gtlaw.com

SANTA RITA RANCH

FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION *[RESIDENTIAL]*

A Master Planned Community
Williamson County, Texas

Declarant: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and that certain Santa Rita Ranch Development Area Declaration [*Residential*], recorded as Document No. 2014068337 in the Official Public Records of Williamson County, Texas.

SANTA RITA RANCH

FIRST AMENDMENT TO
SANTA RITA RANCH DEVELOPMENT AREA DECLARATION
[*RESIDENTIAL*]

This First Amendment to Santa Rita Ranch Development Area Declaration [*Residential*] (this "**Amendment**") is made by **SANTA RITA KC, LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously recorded that certain Santa Rita Ranch Development Area Declaration [*Residential*], recorded as Document No. 2014068337 in the Official Public Records of Williamson County, Texas (the "**Development Area Declaration**"), pursuant to the terms and conditions of that certain Santa Rita Master Covenant, recorded as Document No. 2013033465 in the Official Public Records of Williamson County, Texas, as amended and restated by that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas (collectively, the "**Covenant**").

B. Pursuant to *Section 5.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant, acting alone.

C. Declarant desires to amend the Development Area Declaration as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. **Definitions**. The following definitions are hereby added under *Article 1*.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to

the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

2. Use Restrictions. *Article 2* of the Development Area Declaration is hereby amended by adding the following *Section 2.10* through *Section 2.16*:

2.10 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

2.11 Hazardous Activities. No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development Area which are or might be unsafe or hazardous to any person or properties. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.12 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer which are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.13 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Master Community Facilities or any Special Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.13*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

2.14 Rubbish and Debris. As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.15 Permanent On Street Parking. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 2.15* may be subject to towing as permitted by Applicable Law.

2.16 Maintenance. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which

a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.16* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all Applicable Law;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

3. **Solar Energy Device**. The first paragraph of *Section 3.10* is hereby deleted in its entirety and replaced with the following:

3.10 **Solar Energy Device**. Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, subject to the following provisions.

4. **Rainwater Harvesting Systems.** All references to "Section 3.12" contained in *Section 3.11* of the Development Area Declaration are hereby deleted and replaced with "Section 3.11".

5. **Construction Restrictions.** *Article 3* of the Development Area Declaration is hereby amended by adding the following *Section 3.13* through *Section 3.23*:

3.13 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of the Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Covenant.

3.14 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

3.15 Building Materials. All building materials must be approved in advance by the Santa Rita Reviewer.

3.16 Unfinished Structures. No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced. Construction of the principal or primary residence on a Lot must commence construction no later than two (2) years after the initial conveyance by Declarant to a Homebuilder or other third-party purchaser.

3.17 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet (2') and six feet (6') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley

pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

3.18 Accessory Dwelling Units. Any secondary dwelling structure which may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto ("**Accessory Dwelling Units**") shall be allowed on any Lot(s) as approved by the Santa Rita Reviewer. Subject to approval by the Santa Rita Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

3.19 Recreational Courts and Playscapes. No recreational courts, e.g., "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes, or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.20 Basketball Goals; Permanent and Portable. Upon prior written approval by the Santa Rita Reviewer, basketball goals may permanently installed on a Lot and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the Santa Rita Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

3.21 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by

Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.22 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.23 Construction Activities. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD

HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.23* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

6. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 20th day of May, 2016.

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of MAY, 2016, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public, State of Texas

2016068329
Electronically Recorded
OFFICIAL PUBLIC RECORDS
Nancy E. Rister
Nancy E. Rister, County Clerk
7/28/2016 3:03 PM
Pages: 11 Fee: $ 61.00
Williamson County Texas

ELECTRONICALLY RECORDED 2016068334
Williamson County Texas

AFTER RECORDING RETURN TO:

GreenbergTraurig

Carey Gunn Venditti, Esq.
Emily A. Jung, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

SANTA RITA RANCH

SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION *[MIDDLEBROOK RANCH SECTION 1]* *"MIDDLEBROOK AT SANTA RITA RANCH"*

A Master Planned Community
Williamson County, Texas

Declarant: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and that certain Development Area Declaration [*Middlebrook Ranch Section 1*], recorded as Document No. 2013033550 in the Official Public Records of Williamson County, Texas, as amended.

SANTA RITA RANCH

SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION
[MIDDLEBROOK RANCH SECTION 1]
"MIDDLEBROOK AT SANTA RITA RANCH"

This Second Amendment to Development Area Declaration [*Middlebrook Ranch Section 1*] (this "**Amendment**") is made by **SANTA RITA KC, LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously recorded that certain Development Area Declaration [*Middlebrook Ranch Section 1*], recorded as Document No. 2013033550 in the Official Public Records of Williamson County, Texas, as amended (the "**Development Area Declaration**"), pursuant to the terms and conditions of that certain Santa Rita Master Covenant, recorded as Document No. 2013033465 in the Official Public Records of Williamson County, Texas, as amended and restated by that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas (collectively, the "**Covenant**").

B. Pursuant to *Section 5.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant, acting alone.

C. Declarant desires to amend the Development Area Declaration as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. **Definitions**. The following definitions are hereby added under *Article 1*.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to

the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

2. Use Restrictions. *Article 2* of the Development Area Declaration is hereby amended by adding the following *Section 2.12* through *Section 2.18*:

2.12 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

2.13 Hazardous Activities. No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development Area which are or might be unsafe or hazardous to any person or properties. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.14 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer which are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.15 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Master Community Facilities or any Special Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.15*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

2.16 Rubbish and Debris. As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.17 Permanent On Street Parking. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 2.17* may be subject to towing as permitted by Applicable Law.

2.18 Maintenance. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which

a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.18* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all Applicable Law;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

3. **Solar Energy Device**. The first paragraph of *Section 3.10* is hereby deleted in its entirety and replaced with the following:

3.10 **Solar Energy Device**. Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, subject to the following provisions.

4. **Construction Restrictions.** *Article 3* of the Development Area Declaration is hereby amended by adding the following *Section 3.13* through *Section 3.23*:

3.13 **Standby Electric Generators.** The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of the Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Covenant.

3.14 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

3.15 Building Materials. All building materials must be approved in advance by the Santa Rita Reviewer.

3.16 Unfinished Structures. No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced. Construction of the principal or primary residence on a Lot must commence construction no later than two (2) years after the initial conveyance by Declarant to a Homebuilder or other third-party purchaser.

3.17 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet (2') and six feet (6') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

3.18 Accessory Dwelling Units. Any secondary dwelling structure which may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto ("**Accessory Dwelling Units**") shall be allowed on any Lot(s) as approved by the Santa Rita Reviewer. Subject to approval by the Santa Rita Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

3.19 Recreational Courts and Playscapes. No recreational courts, e.g., "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.20 Basketball Goals; Permanent and Portable. Upon prior written approval by the Santa Rita Reviewer, basketball goals may permanently installed on a Lot and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the Santa Rita Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

3.21 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.22 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is

approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.23 Construction Activities. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.23* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH

COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

5. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 20th day of May, 2016.

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of MAY, 2016, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public, State of Texas

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AFTER RECORDING RETURN TO:

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SANTA RITA RANCH

ADOPTION OF WORKING CAPITAL ASSESSMENT

Declarant: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended from time to time.



SANTA RITA RANCH

ADOPTION OF WORKING CAPITAL ASSESSMENT

The following *Adoption of Working Capital Assessment* is made pursuant to *Section 5.08* of that certain Santa Rita Amended and Restated Master Covenant, recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as amended (the "**Master Covenant**") by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

1. **Working Capital Assessment**. In accordance with *Section 5.08* of the Master Covenant, Declarant hereby adopts a working capital assessment (the "**Working Capital Assessment**") in an amount equal to Two Hundred Fifty Dollars and No/100 ($250.00). The Working Capital Assessment applies to all Lots and Condominium Units subject to the Master Covenant unless otherwise exempt pursuant to *Section 5.08* of the Master Covenant.

2. **Waiver.** Any existing Owner who sells its current Residential Lot or residential Condominium Unit within the Santa Rita Development (the "**Current Residence**") to subsequently purchase a different Residential Lot or residential Condominium Unit within the Santa Rita Development (the "**Subsequent Residence**") shall not be required to pay a Working Capital Assessment upon the transfer of title of the Subsequent Residence. The provisions set forth in this Section shall serve as a waiver made by the Declarant made pursuant to *Section 5.08* of the Master Covenant. Notwithstanding the foregoing, the purchaser of the Current Residence shall be required to pay a Working Capital Assessment upon the transfer of title of the Current Residence to the purchaser.

3. **Subject to Change.** The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until expiration or termination of the Development Period, and by the Board thereafter.

4. **Effective.** The Working Capital Assessment is executed to be effective as of the 1st day of January, 2019.

5. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19 day of OCTOBER, 2018, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

_____
Notary Public, State of Texas

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SANTA RITA RANCH

DESIGN GUIDELINES

[Santa Rita Ranch South, Section 9A]

EXECUTED to be effective the 2 day of March, 2020 by Declarant:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 2nd day of March, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

PATRICIA A MELTON
Notary ID # 2653505
My Commission Expires
May 25, 2020

_____
Notary Public, State of Texas

These Design Guidelines are hereby adopted by Santa Rita KC, LLC, a Texas limited liability company ("Declarant") in accordance with *Section 6.04(b)* of Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Master Covenant"), and may be amended from time to time by Declarant as the Santa Rita Reviewer (as defined in the Master Covenant).

RECORDERS MEMORANDUM

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I. Introduction

Any notice or information required to be submitted to the Santa Rita Reviewer under these Design Guidelines hereunder will be submitted to the Santa Rita Reviewer, c/o Brian Lott, 1700 Cross Creek Lane, Suite 100, Liberty Hill, Texas 78642.

A. Background

Santa Rita is a master planned community located in the Texas Hill Country in Williamson County, Texas ("**Santa Rita**"). Santa Rita includes various subdivisions and phases of development, including Santa Rita Ranch South, Section 9A ("**Section 9A**"), that is a part of the subdivision known as "Santa Rita Ranch South" (the "**Community**"). The Community, and the homes within the Community, should be reflective of the natural beauty of the Hill Country. The Community consists of Development Areas that are subject to the terms and provisions of the Santa Rita Amended and Restated Master Covenant, recorded under Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), and a Development Area Declaration for each particular Development Area (the "**Development Area Declaration**"), including Section 9A. The Master Covenant and each Development Area Declaration include provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of Santa Rita and the Community.

B. Santa Rita Reviewer and Review Authority

The **Santa Rita Reviewer** consists of members who have been appointed by **Santa Rita KC, LLC**, a Texas limited liability company (the "**Declarant**"). As provided in Article 6 of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of Santa Rita and the Community. As a consequence thereof, the Santa Rita Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the Santa Rita Master Community, Inc. (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Santa Rita and the Community. Section 3.01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.04 of the Master Covenant and Section 3.01 of the Development Area Declaration provides that no Improvements may be constructed without the prior written approval of the Santa Rita Reviewer.

These Design Guidelines will apply only to Section 9A within the Community that will be used for residential purposes.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Santa Rita, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as the applicable Chisholm Trail Special Utility District (the "**Chisholm Trail SUD**") or the Municipal Utility District No. 19A (the "**MUD**") rules, regulations, fees, permit and inspection requirements. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement that may be applicable to a Lot within Santa Rita. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Santa Rita Reviewer for approval. Furthermore, approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot.

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

III. Interpretation

In the event of any conflict between these Design Guidelines and a Development Area Declaration, the Development Area Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in a Development Area Declaration.

IV. Amendments

During the Development Period, the Declarant, acting alone, may amend these Design Guidelines. Thereafter, the Santa Rita Reviewer may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Williamson County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

V. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in Santa Rita and the Community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

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

C. Inspection

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

D. Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

VI. Architectural and Aesthetic Standards

A. Plan Repetition

Plan Repetition for Section 9A shall be as follows:

1 Lot between same floor plan, different elevation
2 Lots between same floor plan and same elevation
Across street and 1 over for same floor plan, different elevation
Across street and 2 over for same floor plan, same elevation

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

For Example:

- *Plan A = floorplan with elevation*
- *Plan B = same floorplan as Plan A with different elevation than Plan A*
- *Plan C = different floorplan as Plan A and Plan B with different elevation than Plan A and Plan B*

Same Side:

Plan A	Plan C	Plan B	Plan A

OR

Plan C	Plan B	Plan A

Plan A

B. Stone, Trim and Brick Repetition

Exterior Color Scheme Repetition (stone, brick and trim combination) for Section 9A shall be as follows:

- *Exterior Color Scheme - 2 Lots between same scheme*
- *Exterior Color Scheme - Across street and 2 over for same scheme*

The Santa Rita Reviewer may, in its sole and absolute discretion, deny proposed stone, trim or brick for a particular Lot if substantially similar stone, trim or brick exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Santa Rita Reviewer may adopt additional requirements concerning substantially similar stone, brick and masonry materials and color schemes constructed in proximity to each other.

C. Siding and Masonry

All building materials must be approved in advance by the Santa Rita Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

Siding and Masonry for Section 9A shall be as follows:

- *Hill Country themes with stone or mixed brick and stone front elevations*
- *Front elevation to be a minimum of seventy-five percent (75%) stone (excluding gables)*
- *Twenty percent (20%) of 1 story elevation can be vertical board and batten or shake siding (excluding gables)*
- *Twenty-five percent (25%) of 2 story front elevation can be vertical board and batten or shake siding (excluding gables)*
- *Stucco may be substituted for siding per above and approved by Santa Rita Reviewer*

- *Brick as an accent only around windows and trim is not allowed*
- *Brick or stone on 1st floor sides of residences*

Exceptions:

- Main Arterials. Along Santa Rita Boulevard or other main arterials: (i) back facing residences must have a) one hundred percent (100%) masonry (stone or brick) along the back of the house on the first story; (ii) elevated features are required along the 2nd story, e.g. shutters, pop out windows, etc.; and (iii) side facing residences must consist of one hundred percent (100%) stone or continue front elevation elements nearest that side, but shall not be less than seventy-five percent (75%) stone.

- Corner Lots. On all corner Lots, the side facing the street must consist of one hundred percent (100%) stone or continue front elevation elements nearest that side, but shall not be less than seventy-five percent (75%) stone.

- Cementitious Materials and Stucco. Cementitious materials are not considered masonry; however, in areas where it is not structurally feasible to support brick or stone or where siding is otherwise approved by the Santa Rita Reviewer, then such siding must be "fiber cementitious." The Santa Rita Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.

- Masonry Calculation. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry and shall be deducted from the calculation of the minimum percentage of masonry requirement.

- Exposed Foundations. Exposed portions of the foundation on any sides of the house visible from the street must be concealed by extending the exterior stone or brick to within at least twenty-four inches (24") of the finished grade. Remaining exposed slab area must be underpinned.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Santa Rita Reviewer.

- Prohibited Elements:

    - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
    - Mirrored glass.
    - No vivid/bright colors.
    - Gray brick.

D. Square Footage

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded.

Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

- Minimum Square Footage Requirements. In no event, however, shall any single family residence contain a total square footage of less than one thousand four hundred (1,400) square feet.

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses are permitted if approved in advance by the Santa Rita Reviewer.

- Permitted Structures. Such accessory structures must be: (i) constructed of the same materials, same colors and with the same quality of construction as the primary residential structure, including the roof (as determined by the Santa Rita Reviewer); and (ii) no larger than 8' x 8' x 8', unless otherwise approved.

- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Design Guidelines.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Santa Rita Reviewer prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Santa Rita Reviewer, no building or residential structure may exceed thirty-six feet (36') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

- Eaves. In addition, the height of any eave on any structure may not exceed thirty-five feet (35') above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence.

- **Views. Views are neither guaranteed, preserved nor protected within Santa Rita.**

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Santa Rita Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Santa Rita Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the home with a pitch of no less than 5:12 and no more than 10:12, unless otherwise approved in advance by the Santa Rita Reviewer. The roof pitch of dormers,

porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Santa Rita Reviewer.

- Accepted Roof Materials: Roofing materials shall be limited to approved earthen colored non-reflective metal, clay, tile or three-dimensional composition shingles with a rating of thirty (30) years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Santa Rita Reviewer. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

- The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the Community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the home and shall be fiber cement siding or masonry (stone or brick) matching with the same permitted colors and materials as permitted on the body of the house.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Santa Rita Reviewer.

- Prohibited Elements:

    - Excessively pitched roofs.
    - Mansard, gambrel or chalet roofs.
    - Flat roofs (less than 3:12).
    - Non-dimensional or three tab composition shingles.
    - Roofs that are too steep or too shallow for the style of the home.
    - Shed roofs except as incidental to the main roof.
    - Glossy metal and/or reflective materials or bright colors.
    - Natural or silver Galvalume.
    - Roof vents on the front plane of the home.
    - Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
    - White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12') and the maximum width of a driveway path is eighteen feet (18') within five feet (5') from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than thirty feet (30') wide.

- Setbacks. All driveways must be at least one foot (1') from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two and one-half feet (2 ½') from adjacent Lot lines.

- Finishes. All driveways shall be surfaced with brushed concrete. Asphalt driveways are prohibited.

- Features. Drives shall intersect the street at as close to ninety (90) degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Santa Rita Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Santa Rita Reviewer.

- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Santa Rita Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall Community sidewalk or trail system are "**Pedestrian Sidewalks.**" Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.

- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the home is called the "**Lead Walk.**" Lead Walks may be surfaced with brushed concrete or exposed aggregate or other surfaces as may be approved by the Santa Rita Reviewer.

- Compliance. All Lead Walks must comply with designated widths of four feet (4') on neighborhood streets and six feet (6') on collector streets, and must comply with all Applicable Law.

J. Garages

All garages shall be approved in advance of construction by the Santa Rita Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. Unless approved in writing by the Santa Rita Reviewer, no more than three (3) garage doors may be contiguous to one another and, in those circumstances, there must be a two foot (2') offset on at least one of the three bays.

- Features. Interior walls of all garages must be finished with sheetrock and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers.

- Prohibited Elements:

    - o Carports.
    - o Open (not enclosed) automobile storage.

K. Exterior Lighting

Exterior lighting must be approved in advance by the Santa Rita Reviewer.

- Brightness. All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. A variety of Dark Sky fixtures are encouraged for Community lighting such as streetlights, amenity areas, trail systems, etc., and downlighting is required where all lighting must be angled toward the ground and screened so that its source cannot be seen from above. These requirements shall not apply to areas such as sports fields, pool areas, etc. where this requirement is impractical. Further, all exterior lighting on the front elevation of residential lots shall have dusk to dawn sensors that must be maintained in good working condition at all times and no exterior light whose direct source is visible from a street or neighboring property or that produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior mounted lamp housings must shield lamp (maximum seventy-five (75) watts) from view and direct light. Housing must be at least eight inches (8") long, extend at least three inches (3") beyond lamp and have a maximum angle from the wall of the structure of thirty (30) degrees. Decorative or lantern fixtures shall have a maximum of sixty (60) watts per fixture.

- Number. The number of exterior light fixture for the house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a nighttime inspection and written approval may be required prior to final installation.

- Prohibited Elements:

  - o White or color corrected high intensity lamps and exterior lights (except holiday lighting that may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
  - o Sodium, mercury vapor, or bare HID yard lights.

L. Setbacks

- Rear Setbacks. Without written approval from the Santa Rita Reviewer, no Improvements shall be constructed within a ten foot (10') rear setback area that is measured from the rear boundary line of each Lot; provided, however, such prohibition shall not apply to the maintenance or repair of any existing walls or fencing within such setback area.

M. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided for Section 9A for mail pick-up and delivery.

N. Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

O. Satellite Dishes

The requirements for the installation of Satellite Dishes are set forth in the Development Area Declaration.

P. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a landscape or structural screening element installed or constructed of materials approved by the Santa Rita Reviewer.

Q. Signage

The signage requirements are set forth in the Development Area Declaration.

R. Aesthetic Appeal

The Santa Rita Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Santa Rita Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Santa Rita Reviewer feels that the repetition of such actions would have any adverse effect on Santa Rita and/or the Community.

VII. Landscape Guidelines

A. Landscape

All landscapes and landscaping must meet the guidelines set forth herein, including the Chisholm Trail Special Utility District Landscaping Plans attached hereto as Attachment 1. An approved list of plants and turf is set forth on Attachment 2. For additional design ideas, visit the Chisholm Trail SUD Landscape Laboratory in Florence or the Lady Bird Johnson Wildflower Center in Austin.

- Plans. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to landscaping plans without submission to the Santa Rita Reviewer for approval. Otherwise, plans otherwise in compliance with these guidelines shall be deemed approved without submission of Lot-specific landscape plans. Landscape installation must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses that are commonly used in Central Texas for landscaping purposes as set forth on the approved list of plants. Emphasis is placed on utilizing native plants that are drought tolerant as well as deer resistant. Landscaping on each Lot must include the installation of at least two (2) three inch (3") caliper trees. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Santa Rita Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Santa Rita Reviewer. Sculptures and fountains are subject to approval by the Santa Rita Reviewer.

- Reservation of Future Approvals. The Santa Rita Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Prohibited Elements.

    - Rock or crushed rock as a ground cover (unless approved in advance by the Santa Rita Reviewer).
    - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the Community and the environment of Santa Rita.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the lot that is allowed for construction of improvements as defined by the setbacks of the lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers. In the area outside the Building Envelope, a Specimen Tree that is twelve inches (12") or larger in diameter measured twenty-four inches (24") off the ground must be flagged and approved in writing by the Santa Rita Reviewer prior to removal. Within the Building Envelope, a Homebuilder shall have the right to remove any Specimen Tree less than eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground. Within the Building Envelope, a Specimen Tree greater than or equal to eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground shall require prior written approval from the Santa Rita Reviewer before removal.

- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

  - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
  - Oak tree pruning is discouraged from February 1st to June 15th.
  - Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
  - All firewood shall be covered.

C. Irrigation

The Santa Rita Reviewer must approve all irrigation systems prior to installation.

- Yard Requirements. Yard irrigation systems are not required; however, if installed, the system must be installed in such a manner as to require a five foot (5') perimeter encircling the residence constructed on a Lot. All irrigation systems, if installed, must be installed and maintained by a Texas Commission on Environmental Quality ("**TCEQ**") licensed irrigator.

- Features. Backflow prevention devices are required and must be installed and maintained in accordance with TCEQ regulations. The use of drip irrigation is encouraged. Irrigation sprinkler systems must uses heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements. Rain sensors are required on all irrigation systems.

- Inspections. Yearly inspections by a licensed TCEQ Backflow Prevention Assembly Tester must be performed on all backflow prevention devices.

- Drought Management Plans. Drought management plans may be implemented, as necessary, by Santa Rita, the MUD, the Chisholm Trail SUD or other governmental authority.

- Chisholm Trail SUD Water Conservation Requirements. The Chisholm Trail SUD requires certain additional water conservation restrictions that are applicable to and govern water conservation practices within the Community. These restrictions are listed on Attachment 1.

D. Rainwater Harvesting Systems

The requirements for the installation of Rainwater Harvesting Devices are set forth in the applicable Development Area Declaration, subject to the following limitations: (i) only two (2) fifty-five (55) gallon tanks shall be permitted which must be two feet (2') in diameter and four feet (4') in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

E. Landscape Inspection

The Santa Rita Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

F. Drainage

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Santa Rita Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

G. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Santa Rita Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the Lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Santa Rita Reviewer.

- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Santa Rita Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.

- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Santa Rita Reviewer, all lots backing up to a greenbelt must utilize powder coated steel or ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt.

- Construction. All fencing shall be constructed using one inch by four inch (1" x 4") vertical pickets and be approved in advance by the Santa Rita Reviewer. On all corner Lots, fences shall be capped. On any Lots backing up to Santa Rita Boulevard, stone, masonry or concrete fencing shall be installed by the Declarant.

- Setbacks. Any side yard fence at the point where it connects to the house must be setback a minimum of fifteen feet (15') from the front corner of the house and a minimum of ten feet (10') from the back corner of the house. All side yard fences must be installed so that they are perpendicular to the house unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. Any part of the wood fencing that is visible from any street must be stained and shall be routinely re-stained (no less than every four years) in the approved stain color by the Santa Rita Reviewer. Either the Santa Rita Reviewer, the Association or both shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant.

- Prohibited Elements:

    - Shadowbox or "Pallet" type fencing.
    - Fencing of front yards.
    - Solid walls enclosing an entire site.

H. Pools, Spas and Hot Tubs

The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Santa Rita Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three feet (3') of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Santa Rita Reviewer.

- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Santa Rita Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement. A swimming pool, spa or hot tub drain with a backwash filtering system may not be discharged into the sanitary sewer without the advance written approval of the MUD operator. Additional connection and/or service and permit fees may be required to be paid to the MUD.

- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Santa Rita Reviewer in the case of greenbelts/open spaces.

I. Playscapes, Trampolines and Sport Courts

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Santa Rita Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

- Prohibited Elements.

  - o Direct or indirect lighting of the playscape, trampoline or sport court.
  - o Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.
  - o Tennis courts.

VIII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Santa Rita. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the Santa Rita Reviewer may

take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Santa Rita Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

    - o **Sediment Removal. Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately**. If for any reason the silt fence is to be temporarily removed, a representative of the Santa Rita Reviewer must be contacted prior to the removal.

B. Security

Neither the Santa Rita Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Williamson County Sheriff's Department and then notify the Santa Rita Reviewer.

C. Construction Hours

Unless a written waiver is obtained from the Santa Rita Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.

- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of all music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under sixteen (16) years of age to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

The Santa Rita Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Santa Rita Reviewer as additional insureds in an amount to be determined, from time to time, by the Santa Rita Reviewer.

G. Site Cleanliness

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

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Santa Rita Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Santa Rita Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. **The dumping, burying or burning of trash is not permitted anywhere in Santa Rita or the Community**.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within Santa Rita or the Community.

J. Schedule of Construction Fines

Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Policy Manual (as defined in the Master Covenant).

K. Model Homes

Declarant may decide to create and allow certain Lots and areas within Section 9A to be used for the non-residential purpose of creating sales offices and model homes (**"Model Homes"**), to permit Homebuilders an opportunity to showcase their Model Homes to potential purchasers as well as maintain a sales office within Section 9A. Declarant's goal is to contain the Model Homes to certain areas of Section 9A to maintain continuity and minimize disruption to the Community. However, the Model Homes are not constructed to conform to the requirements of the Documents and/or these Design Guidelines, and may require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways; **PROVIDED HOWEVER THAT NO MODEL HOME MAY BE CONVEYED TO AN OWNER WITHOUT COMPLYING WITH ALL RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THESE DESIGN GUIDELINES.**

Once a Model Home is no longer intended to be used for such non-residential purpose, any improvements or alterations to such Model Home to bring it into conformance with residential uses MUST BE APPROVED by the Santa Rita Reviewer in writing prior to the commencement of such improvements or alterations.

In an effort to maintain continuity and minimize disruption to the Community, the Santa Rita Reviewer DOES NOT INTEND TO APPROVE any plans for improvements or alterations to any Model Home until the earlier of the following to occur (i) the termination of the Development Period; or (ii) the Homebuilder seeking to improve or alter their Model Home has conveyed at least seventy-five percent (75%) of the Lots owned by such Homebuilder to Owners other than another Homebuilder or Declarant. Notwithstanding the above, the Santa Rita Reviewer is not prohibited from approving any such requests.

IX. Plan Review Process

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of the Santa Rita Reviewer before any such construction or installation activity is commenced. The Santa Rita Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Santa Rita Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each Homebuilder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 3 must be submitted to the Santa Rita Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Santa Rita Reviewer.

B. Timing

The Santa Rita Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1

CHISHOLM TRAIL S.U.D. WATER CONSERVATION REQUIREMENTS

RECORDERS MEMORANDUM

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Chisholm Trail Special Utility District

Xeriscape

Xeriscape means "water and energy conservation through creative landscaping." "Xeros" is Greek and comes from the word "dry".



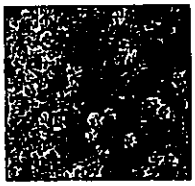
Tel: (254) 793-3103



Rosemary



Texas Mountain Laurel



Red Yucca

Chisholm Trail Special Utility District

P.O. Box 249
951 FM 970
Florence, TX 76527
Phone: (254) 793-3103
Fax: (254) 793-3100
www.ctsud.org

Xeriscape Benefits

Attractive Landscapes

- Xeriscape gardens are not only rock and cacti.
- They can provide you color all year, like an excellent environment for wildlife.
- They have an attractive, conventional look.
- Save you money, water, and work.

Less Maintenance

- Xeriscape gardens, because they are efficient in the conservation of water and energy, require less maintenance and need less fertilizer and chemicals than a traditional garden.
- Xeriscape plants save you money, water, and work.

Energy Conservation

- The costs of heating and air conditioning can be reduced considerably with proper orientation of the house and with a strategic location of the plants that block the wind and the Sun.
- Xeriscape gardens save you money, water, and work.

Pest Tolerant

- Most xeriscape plants are highly tolerant to diseases and are also resistant to most harmful insects.
- Xeriscape plants save you money, water, and work.

Drought Resistant

- Once established, xeriscape plants can survive with minimum water and become highly tolerant to droughts.
- Xeriscape plants save you money, water, and work.

Xeriscape Principles

1) Planning and Design (The first and most important step)

- Consider the place where you will make the garden, existing vegetation, topography, and plant distribution according to the water requirements.
- Planning allows you to build your garden in stages, when time and money permits.
- Garden planting can be done by yourself or by a professional gardener.

2) Improving the Soil

- Soil can vary from one site to another, even on the same land. A garden soil analysis can provide valuable information to assist with plant selection and necessary fertilizers.
- Proper use of additives, such as nutrients, and organic materials improves drainage, penetration of moisture and soil, and water retention, therefore, allowing healthy plant growth

3) Appropriate Plant Selection

- The selection should be based on the ability of plants adapted to the chosen ground, color, texture, and final size of the plant.
- The plants must be distributed to obtain the desired aesthetic effect and should be grouped according to the respective needs of water.

Red Yucca

4) Practical Lawn Areas

- The type and location of the grass must be the same way as with other plants.
- The grass must be treated as another garden element and be located where it can irrigate separately.

5) Efficient Irrigation

- Water plants only when they need it, deep water to stimulate root growth and to make plant growth healthier and more resistant to drought.
- Do not water on real hot or windy days.
- If you install an irrigation system, make sure the design is desirable and handle it in such a way that it would reduce the waste of water.

6) Mulch Use

- Mulch, when applied and maintained at depth in the gardens can help soil retain moisture, reduce the growth of weeds, and prevent erosion.
- Mulch can be used in places where conditions are not suitable for the growth of good grass and other vegetation.
- Mulch is typically made up of pieces of wood, sawdust, pine needles, nut rinds, small stones and leaves or garden waste.

7) Proper Maintenance

- Do not cut grass less than 1/3 of original grass height.
- Fertilize with moderation, remove weeds, and fan the garden regularly.
- Build small barriers to retain water around large plants and trees.
- A xeriscape type garden is healthier and uses a minimum amount of water, fertilizer, pesticides and other chemicals needed to keep the plants healthy.

RECORDERS MEMORANDUM

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Water Conservation Measures
Chisholm Trail S.U.D.

A. Landscape irrigation systems shall not be mandatory.

B. The use of subsurface drip irrigation is encouraged but not required.

C. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 10,000 square foot maximum in aggregate including irrigated yard/lawn beds and planter beds. The foundation footprint may include both the house and the garage, but not the driveway or patio.

D. Irrigated turf and/or ornamental common areas at subdivision entryways and street intersections shall follow the requirements outlined below:
   1. Irrigated subdivision entryway landscaping shall not exceed 6,000 square feet, with a limit of two (2) irrigated entranceways per subdivision.
   2. Irrigated landscaping areas at intersections within the subdivision shall not exceed 1,000 square feet each, with a maximum of one irrigated street intersection per 200 subdivision lots.

E. No more than fifty percent of the landscape should be planted in turf. Builders and owners are encouraged to use St. Augustine turf only in shaded areas. Builders and owners will reuse native soils whenever possible.

F. Shrubs and flowers should be selected from native and adapted plant list approved by the Chisholm Trail S.U.D. or Williamson County.

G. All irrigated and newly planted turf areas and planter beds shall have a minimum soil depth of 6 inches, and 12 inches, respectively. Builders and owners will import soil, if needed, to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

H. Topsoil that is added to the site shall be incorporated in a 2 to 3 inch scarified transition layer to improve drainage.

I. Landscape irrigation systems, if installed, shall be required to include the following water conservation features:
   1. Rain and soil moisture sensors –
      a. Soil moisture sensors shall be installed at the following locations:
         For lawn/grass areas - one soil moisture sensor, located within the grass-root zone, shall be installed for each 5,000 square feet, or part thereof, of grass landscape area

         For planter beds - one soil moisture sensor, located within the ornamental plant root zone, shall be installed for each 1,000 square feet, or part thereof, of planter bed area.

b. Automatic irrigation systems shall not operate within 3-calendar days following a 0.5-inch or greater rainfall event, as measured by one (1) or more sensor located within the boundary of the irrigation system; and

c. Automatic irrigation systems shall not operate if soil moisture content within the root zone is 50-percent or greater, as measured by one (1) or more sensor located within the boundary of the irrigation system.

2. Backflow prevention device shall be installed in accordance with applicable Chisholm Trail S.U.D. rules and regulations and state laws.

3. Pressure reducing valve and/or remote control valves shall be installed for each automatic sprinkler system which receives ambient system supply side pressure of greater than 80 psi. Automatic sprinkler systems shall not operate at point of application pressure of greater than 80 psi.

4. Zoning of irrigation system shall be based on plant water requirements.

5. Irrigation systems shall not overspray onto hardscapes, driveways, sidewalks, and/or streets.

6. Low flow (i.e., less than 0.5 gpm per head) irrigation application systems shall be installed in areas less than 10 feet wide, such as median strips, and parking islands.

J. Contractors installing irrigation systems must provide system design plans to the homeowner/property owner. Irrigation scheduling/water cycles shall be posted in or near the irrigation controller box. This schedule must be made available to Chisholm Trail S.U.D. for review, upon request.

K. Irrigation systems installed in public/common areas shall be monitored once a month by the owner of such systems. Any required repairs or system adjustments shall be made within 3-calendar days of noting the need for system repairs or adjustments.

L. Irrigation of common areas shall occur only between the hours of 7:00 P.M. and 10:00 A.M., unless otherwise restricted or curtailed by Chisholm Trail S.U.D. water conservation and drought restrictions. There shall be NO WATERING between the hours of 10:00 AM and 7:00 P.M. unless irrigation of reclaimed water during the day is necessary to meet regulatory requirements.

ATTACHMENT 2

APPROVED PLANT LIST

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in the Community. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Santa Rita Reviewer.

Canopy Trees		
Scientific Name:	Common Name:	
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoinensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassiflolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing
Ornamental Trees		
Scientific Name:	Common Name:	Comments
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crategus reverchonii	Reverehon Hawthorn	

Crategus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koelreuteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorosis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun
Shrubs		
Scientific Name:	Common Name:	Comments:
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasylirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendeus	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade

Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR
Groundcovers		
Scientific Name:	Common Name:	Comments:
Achillea millefolium	Yarrow	full sun/shade/DR
Adiantum capillus-vencris	Maidenhair Fern	moist areas/shade
Ajuga reptans	Ajuga	shade/DR
Aquilegia canadensis	Columbine	shade
Cyrtomium falcatum	Holly Fern	shade/moist/DR
Dryopteris spp.	Wood Fern	shade/moist/DR
Hedera helix	English Ivy	shade
Juniperus conferta "Blue Pacific"	Shore Juniper	sun/DR
Liriope muscari	Liripoe	sun/shade
Lonicera sempervirens	Coral Honeysuckle	sun/shade
Mahonia repens	Creeing Mahonia	shade
Nolina texana	Bear grass	sun/DR
Ophiopogon japonicus	Monkey Grass	shade/DR
Pavonia lasiopetala	Pavonia	sun
Phlox drummondii	Drummond's phlox	sun
Phlox subulata	Thrift	sun
Poliomentha longiflora	Mexican Oregano	sun/DR
Rosmarinus officinalis "prostratus"	Trailing Rosemary	sun/DR
Salvia farinacea	Mealy Sage	sun/DR
Salvia greggii	Cherry Sage	sun/DR

Salvia romeriana	Cedar Sage	sun/DR
Santolina chamaecyparissus	Gray Santolina	sun/drought/
Santolina virens	Green Santolina	sun/drought tolerant
Tradescantia spp.	Spiderwort	shade
Verbena bipinnatifida	Prairie Verbena	sun/DR
Verbena elegans "asperata"	Hardy Verbena	sun/DR
Vinca major	Bigleaf Periwinkle	dry shade
Yucca rupicola	Twisted-leaf Yucca	sun/drought/DR

Grasses		
Scientific Name:	Common Name:	Comments:
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	
Vines		
Scientific Name:	Common Name:	Comments
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate

Parthenocissus quinquefola	Virginia Creeper	shade
Annuals		
Winter/Spring:	Spring/Summer:	Summer/Fall
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus
Tulip (bulb)		Impatiens
Ornamental Pepper		Marigold
Dianthus		Periwinkle
		Phlox
		Portulaca
		Purslane
Legend For Approved Plant List:		
Full sun/sun	sun-loving plant	
Shade	shade-loving plant	
Moist	moist-loving plant	
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand droughts	
Fall color	fall leaf color	
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available	
Ornamental	showy plant	
NOTE: The following plants/shrubs/trees are prohibited		
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant

		which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

ATTACHMENT 3

SANTA RITA
FINAL PLAN APPLICATION

Deliver to:
Santa Rita Reviewer c/o _____ Phone: ( ) ____-_____
_____, Texas _____ Fax: ( ) ____-_____

Date:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Bedrooms:_____ Baths:_____
Address:_____

Standard Plans Attached: (Please Circle) Yes/Previously Submitted
If yes, please indicate if the plans include elevations for multiple homes being requested. Indicate any requested alterations or changes to the plans:
_____.

Site Plan Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate whether plans include the following:

- ☐ 1"= 20' or larger scale, as appropriate to the acreage
- ☐ Site dimensions
- ☐ Existing Contours
- ☐ Calculation of Masonry Percentage
- ☐ Masonry Description, sample and color
- ☐ Roof Material and Pitch
- ☐ Color palette (trim, doors, garage, etc.)
- ☐ Square Footage of all enclosed improvements
- ☐ Property lines
- ☐ Chemical toilet location
- ☐ Trees to Remain
- ☐ Trees to be removed
- ☐ Silt fence location
- ☐ Sidewalk location
- ☐ Building setbacks
- ☐ Building location labeled with floorplan reference and noting any proposed revisions to previously approved plans or elevations
- ☐ Proposed finished floor elevation
- ☐ Easements
- ☐ Utility connections at the street and residence with proposed trench locations
- ☐ North arrow
- ☐ Driveway and sidewalk locations and materials
- ☐ Proposed perimeter fence and retaining wall locations including material and height
- ☐ Any anticipated accessory development such as pools, cabanas, guesthouse

1st Floor Masonry %_____ 2nd Floor Masonry %_____
Chimney: (Please Circle) Yes/No_____Masonry_____Fiber Cement
Fencing Type: _____
Stone Type and Color:_____
Brick Manufacturer and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____Year dimensional shingle
Paint Color:_____

Fill in the information if different from color above:
Trim Color:_____ Door Color:_____
Shutters Color:_____ Garage Color:_____
Square Footage of House:_____

Landscape Diagram Attached: (Please Circle) Yes/Previously Submitted
Front Retaining Wall: (Please Circle) Yes/No **Deck:** Yes/No **Patio:** _____ square feet

If yes, please indicate whether plans include the following:

- ☐ Property Lines with dimensions
- ☐ Utility boxes and screening
- ☐ Drives, parking areas and walks
- ☐ House and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location and materials
- ☐ Proposed landscape lighting (if any)

Planting Materials:
Trees: _____ Bushes: _____
Shrubs: _____ Grass: _____
Additional landscape improvements that may be specific to the particular house: _____
_____

Comments:_____

Homebuilder Name:_____
By:_____

APPROVED BY:
Santa Rita Reviewer: _____ (signature)
Approval Date:_____

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Nancy E. Rister, County Clerk
Williamson County, Texas

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Winstead PC
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Austin, Texas 78701
Email: rburton@winstead.com

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SANTA RITA RANCH

AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION

[*RESIDENTIAL*]

Williamson County, Texas

THIS DOCUMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN SANTA RITA RANCH DEVELOPMENT AREA DECLARATION [*RESIDENTIAL*], RECORDED AS DOCUMENT NO. 2014068337 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO SANTA RITA RANCH DEVELOPMENT AREA DECLARATION [*RESIDENTIAL*], RECORDED AS DOCUMENT NO. 2016068329 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DECLARANT: SANTA RITA KC, LLC, a Texas limited liability company

Cross-reference to Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended.

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SANTA RITA RANCH

AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION
[*RESIDENTIAL*]

This Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*] (this "**Development Area Declaration**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Pursuant to that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), Declarant previously recorded that certain Santa Rita Ranch Development Area Declaration [*Residential*], recorded as Document No. 2014068337 in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Santa Rita Ranch Development Area Declaration [*Residential*], recorded as Document No. 2016068329 in the Official Public Records of Williamson County, Texas (collectively, the "**Original Development Area Declaration**").

B. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant may amend the Original Development Area Declaration acting alone.

C. Pursuant to the provisions of the Master Covenant, this Development Area Declaration is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on **Exhibit "A"** attached hereto (the "**Development Area**"), which was heretofore subjected to the Original Development Area Declaration by the Recording of one or more Notices of Applicability, and shall constitute a portion of the Development and be governed by and fully subject to the Master Covenant and this Development Area Declaration as an amendment and restatement of the Original Development Area Declaration in its entirety.

A Development Area is a portion of Santa Rita Ranch that is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions that apply to the Development Area in addition to the terms and provisions of the Master Covenant.

C. Declarant intends for this Development Area Declaration to serve as one of the "Development Area Declarations" permitted under the Master Covenant and desires

that the Development Area described and identified in Recital C hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Master Covenant.

E. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Master Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Master Covenant.

F. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area.**"

G. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant desires to and hereby so does amend and restate the Original Development Area Declaration in its entirety as set forth herein.

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

ARTICLE I
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such term in the Master Covenant. Unless the context otherwise specifies or requires, all other capitalized terms when used in this Development Area Declaration shall have the following meanings:

"**Rainwater Harvesting System**" means one or more rain barrels, tanks, or rainwater harvesting systems used to collect and store rainwater runoff from roofs or downspouts for later reuse.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" or "**Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

ARTICLE II
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 **Single Family Use Restrictions.** The Development Area shall be used solely for single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the

Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of Occupants within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

Notwithstanding any provision in this Development Area Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, the Special Common Area, any Lot, or any portion of the Property owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and the Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area and the Special Common Area for the purpose of making, constructing and installing Improvements upon the Common Area and the Special Common Area.

2.02 **Rentals.** Nothing in this Development Area Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purpose, provided that all rentals must be for a term of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents and obtain written acknowledgement from lessee of the receipt of the same. Notice of any lease, together with email and phone number of any Occupants and such additional information as may be required by the Board, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.03 **Trash Containers.** Trash containers and recycling bins must be stored in one of the following locations:

(i) inside the garage of the residence constructed; or

(ii) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, e.g. behind a privacy fence or other appropriate screening.

The Santa Rita Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 **Unsightly Articles; Vehicles.** No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No racing vehicles or any other vehicles (including, without limitation, motorcycles or motor scooters) that are inoperable or do not have a current license tag may be visible on any Lot or may be

parked on any roadway within the Development Area. Motorcycles must be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

2.05 **Mobile Homes, Travel Trailers and Recreational Vehicles**. No mobile homes, travel trailers or recreational vehicles may be parked or placed on any street, right of way, Lot or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Santa Rita Reviewer will be permitted.

2.06 **Outside Burning**. No exterior fires are permitted with the exception of barbecues, outside fireplaces, braziers and incinerator fires that are contained within facilities or receptacles and in areas designated and approved by the Santa Rita Reviewer. No Owner will permit any condition upon its portion of the Development Area that creates a fire hazard or violates Applicable Law.

2.07 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than four (4) cats and dogs, taken together without prior written consent of the Board. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas, which

must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet in a timely manner. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.08 **Antennas**.

2.08.1 Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Santa Rita Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") may be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Santa Rita Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.08.2 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot. Neither the Permitted Antenna nor any of its equipment may encroach upon any street, easement, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the

Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Santa Rita Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Santa Rita Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, *e.g.*, DirecTV or Dish satellite dishes, are permitted; HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Santa Rita Reviewer from time to time. Please contact the Santa Rita Reviewer for the current rules regarding installation and placement.

2.09 **Signs.** Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Santa Rita Reviewer, except for:

2.09.1 Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

2.09.2 Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two square feet (2') and is located no more than five feet (5') from the front elevation of the principal residence constructed upon the Lot;

2.09.3 Permits. Permits as may be required by Applicable Law;

2.09.4 Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame),

provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

2.09.5 Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five square feet (5') on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

2.09.6 Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

2.09.7 No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs that are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.10 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

2.10.1 Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Santa Rita Reviewer. Approval by the Santa Rita Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot **("Freestanding Flagpole").**

2.10.2 Installation and Display. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which will not be aimed towards or directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole

2.11 **Window or Glass Door Treatments.** No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit (as defined herein) or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments that are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

2.12 **Hazardous Activities.** No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area that, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Santa Rita Reviewer and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.13 **Mining and Drilling.** Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer that are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.14 **Noise.** Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Common Area, or any Special Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.14*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

2.15 **Rubbish and Debris.** As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.16 **Permanent on Street Parking.** No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 2.16* may be subject to towing as permitted by Applicable Law. The Association will have the right to park any type of vehicle owned or used by the Association within the Development Area only upon parking spaces either built by Declarant or approved by the Santa Rita Reviewer in such areas designated for such purpose by Declarant. Notwithstanding the foregoing, the Association may designate areas for off-street parking within the Development Area for the temporary parking of maintenance and delivery vehicles for any of the following purposes: (i) assisting in a maintenance operation; or (ii) loading or unloading of such vehicles; or (iii) to accommodate special circumstances.

2.17 **Maintenance.** Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.17* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes;

(ii) Lawn mowing and edging;

(iii) Tree and shrub pruning;

(iv) Watering;

(v) Keeping exterior lighting and mechanical facilities in working order;

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive;

(vii) Keeping planting beds free from turf grass;

(viii) Keeping sidewalks and driveways in good repair;

(ix) Complying with all Applicable Law;

(x) Repainting of Improvements; and

(xi) Repair of exterior damage, and wear and tear to Improvements.

2.18 **Party Walls**. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**". To the extent not inconsistent with the provisions of this *Section 2.18*, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

2.18.1 Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

2.18.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Santa Rita Reviewer in accordance with *Article 6* of the Master Covenant.

2.18.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Williamson County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

2.18.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Santa Rita Reviewer.

2.18.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.19 **Water Quality Facilities, Drainage Facilities and Drainage Ponds**. The Property may include one or more water treatment plant, waste water treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Williamson County Municipal Utility District No. 19 (the "MUD") and the City of Liberty Hill in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association or the MUD to periodically maintain such facilities. Each Owner is advised that the water treatment plant, wastewater treatment plant, water quality facilities, sedimentation, drainage and detention facilities, and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water treatment plant, wastewater treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds may result in injury and is a violation of the Documents.

2.20 **No Warranty of Enforceability**. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any

Owner acquiring a Lot in reliance on one or more of the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.21 **Owner's Obligation to Maintain Street Landscape**. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "Association Landscape Area"). If the Association assumes such responsibility as set forth herein, Owner may neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 2.21* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT

FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.22 **Compliance with Documents**. Each Owner, his or her family, Occupants, and the Owner's tenants, guests, invitees, and licensees will comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents will constitute a violation thereof and may result in a fine against the Owner in accordance with *Section 5.13* of the Master Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Santa Rita Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Santa Rita Reviewer may (but neither will be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Documents, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in this Development Area Declaration and/or the Master Covenant for Assessments and may be collected by any means provided in this Development Area Declaration and/or the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.22* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.23 **Insurance Rates**. Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.24 Release. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE SANTA RITA REVIEWER AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

2.25 Decorations and Lighting. Unless otherwise permitted by *Section 2.09.4*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in advance and in writing by the Santa Rita Reviewer. Customary, reasonable, and appropriate seasonal decorations for holidays are permitted without approval by the Santa Rita Reviewer, but may be placed no more than thirty (30) days before the applicable holiday, and shall be removed within ten (10) days after the applicable holiday. The Santa Rita Reviewer shall have authority to determine whether or not an Owner's decorations are customary, reasonable, and appropriate for the Development Area, and to demand the removal of any decorations it deems to not be customary, reasonable, or appropriate. No seasonal decorations may be so excessive as to cause a nuisance to the Owners of other Lots. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot that is visible from any street unless otherwise approved by the Santa Rita Reviewer.

ARTICLE III
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. Unless prosecuted by the Declarant, no Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless placed, maintained, erected or constructed in accordance with Applicable Law and approved in advance and in writing by the Santa Rita Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Santa Rita Reviewer may adopt Design Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply

with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Santa Rita Reviewer as authorized by the Master Covenant.

3.02 **Utility Lines.** Unless otherwise approved by the Santa Rita Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures, or within easements.

3.03 **Garages.** Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2) automobiles. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Santa Rita Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.04 **Fences.** No fence may be constructed on the Development Area without the prior written consent of the Santa Rita Reviewer. All fences must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.05 **Driveways.** The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines. Each Owner will be responsible, at such Owner's sole cost and expense, for properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintaining and repairing the driveway on such Owner's Lot.

3.06 **HVAC Location.** No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Santa Rita Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened

with either: (i) structural screening to match the exterior of the residence; or (ii) landscaping.

3.07 **Landscaping.** Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines.

~~Each~~Pursuant to the Design Guidelines, each Owner ~~will~~may be ~~responsible~~required, at such Owner's sole cost and expense, ~~for installing~~to install and ~~maintaining~~maintain an automatic irrigation system to serve the landscaped areas of the entire yard ~~each~~on their Lot (the **"Yard Landscape Area").** ~~The~~All automatic irrigation ~~systems~~systems must comply with Applicable Law. Each Owner shall further ensure that the automatic irrigation system on their Lot does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including tress, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.07* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.08 **Xeriscaping.** As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Santa Rita Reviewer. All Owners implementing Xeriscaping shall comply with the following:

3.08.1 Application. Approval by the Santa Rita Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Santa Rita Reviewer for Xeriscaping, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

3.08.2 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Santa Rita Reviewer. For purposes of this *Section 3.08.2(i)*, "aesthetically compatible" will mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Santa Rita Reviewer determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owner shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard without advance written approval of the Santa Rita Reviewer.

(iii) The Xeriscaping may not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Santa Rita Reviewer.

3.08.3 Process. The decision of the Santa Rita Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions that govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.08* when considering any such request.

3.08.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Santa Rita Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Santa Rita Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.09 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.10 Concrete Truck Clean-Out Site. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Santa Rita Reviewer (the **"Clean-Out Site"**) for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site that is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its

subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.10*, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1- 1/2%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.11 **Solar Energy Device.** Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, or after the expiration or termination of the Development Period the Santa Rita Reviewer, in accordance with the procedures and requirements set forth below:

3.11.1 Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Master Covenant.

3.11.2 Approval Process. The Santa Rita Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Master Covenant. The Santa Rita Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.11.3* below **UNLESS** the Santa Rita Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.11.3*, creates a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Santa Rita Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

3.11.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Santa Rita Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Santa Rita Reviewer. If the Owner desires to contest the alternate location proposed by the Santa Rita Reviewer, the Owner should submit information to the Santa Rita Reviewer, which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.12 Rainwater Harvesting Systems. Rainwater Harvesting Systems may be installed with the advance written approval of the Santa Rita Reviewer.

3.12.1 Application. To obtain the Santa Rita Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

3.12.2 Approval Process. The decision of the Santa Rita Reviewer will be made in accordance with *Article 6* of the Master Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by

Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

3.12.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Santa Rita Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

3.12.4 Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Santa Rita Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Santa Rita Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

3.13 Standby Electric Generators. As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the Santa Rita Reviewer.

3.13.1 Application. Approval by the Santa Rita Reviewer is required prior to installing a Generator. To obtain the approval of the Santa Rita Reviewer for a Generator, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application"**). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Generator Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application; or (iii) the compliance of an approved application with Applicable Law.

3.13.2 Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or

remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3.13.3 Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

3.13.4 Approval. Each Owner is advised that if the Generator Application is approved by the Santa Rita Reviewer, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the Santa Rita Reviewer may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the

approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

3.14 **Subdividing.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

3.15 **Building Materials**. All building materials must be approved in advance by the Santa Rita Reviewer.

3.16 **Unfinished Structures.** No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced. Construction of the principal or primary residence on a Lot must commence construction no later than two (2) years after the initial conveyance by Declarant to a Homebuilder or other third-party purchaser.

3.17 **Sight Distance at Intersection.** No fence, wall, hedge, or planting that obstructs sight lines at elevations between three feet (3') and eight feet (8') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

3.18 **Accessory Dwelling Units.** Any secondary dwelling structure that may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto **("Accessory Dwelling Units")** shall be allowed on any Lot(s) as approved by the Santa Rita Reviewer. Subject to approval by the Santa Rita

Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

3.19 **Recreational Courts and Playscapes.** No recreational courts, *e.g.*, "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.20 **Basketball Goals: Permanent and Portable**. Upon prior written approval by the Santa Rita Reviewer, basketball goals may be permanently installed on a Lot and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the Santa Rita Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

3.21 **Temporary Structures.** No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.22 **Tanks.** The Santa Rita Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Santa Rita Reviewer. All permitted tanks must be

screened from view in accordance with a screening plan approved in advance by the Santa Rita Reviewer. This provision will not apply to a tank used to operate a standard residential gas grills, nor will it apply to barrels used as part of a Rainwater Harvesting Systems with a capacity of less than fifty (50) gallons, so long as such barrels are actively being used for rainwater collection and storage.

3.23 **Drainage.** There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.24 **Construction Activities.** This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND

HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.24* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.25 **Roofing**. All roofing material must be approved in advance of construction by the Santa Rita Reviewer. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Santa Rita Reviewer. For the purpose of this *Section 3.25*, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Development Area; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Documents. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this *Section 3.25*. Any other type of roofing material will be permitted only with the advance written approval of the Santa Rita Reviewer.

ARTICLE IV
DEVELOPMENT

4.01 **Addition of Land**. Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the

land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

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

(i) A reference to this Development Area Declaration, which will include the recordation information thereof;

(ii) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(iii) A legal description of the withdrawn land.

4.03 **Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities by this Development Area Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its sole and absolute discretion.

ARTICLE V
GENERAL PROVISIONS

5.01 **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution.. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty- one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this document, descendants of Elizabeth II, Queen of England.

5.02 **Amendment.** This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment

will be effective without the written consent of Declarant during the Development Period.

5.03 **Notice of Plat Recordation.** Declarant may, at any time and from time to time, file a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Development Area Declaration after portions of the Property are made subject to a Plat. Unless otherwise provide in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 4.02* above), if such portions of the Property were made subject to this Declaration upon Recording. Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

5.04 **Notices.** Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.05 **Interpretation.** The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

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

5.07 **Assignment of Declarant's Rights.** Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument,

assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

5.08 **Enforcement and No Waiver.** Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

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

5.10 **Captions**. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

5.11 **Conflicts**. If there is any conflict between the provisions of the Master Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Master Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

5.12 **Higher Authority.** The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

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

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of March, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) VIVIAN STRATTON
My Notary ID # 130327608
Expires August 11, 2023

_____
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF DEVELOPMENT AREA

Lots 1 through 8, Block A, Santa Rita Ranch Phase 1, Section 1A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2014054989 in the Official Public Records of Williamson County, Texas.

Lots 22 through 24 and 30 through 39, Block B; Lots 11 through 14, Block C; Lots 1, 2, 5 and 6, Block D; and Lots 1 through 7, Block E, Santa Rita Ranch Phase 1, Section 1B, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2014065379 in the Official Public Records of Williamson County, Texas.

Lots 1 through 21, Block B; Lots 1 through 10, Block C; and Lots 3 and 4, Block D, Santa Rita Ranch Phase 1, Section 1C, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2015038851 in the Official Public Records of Williamson County, Texas.

Lots 25 through 29, Block B, Santa Rita Ranch Phase 1, Section 1D, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2016105854 in the Official Public Records of Williamson County, Texas.

Lots 9 through 17, Block A, Santa Rita Ranch Phase 1, Section 1E, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2017112332 in the Official Public Records of Williamson County, Texas.

Lot 1 and Lots 50 through 52, Block F; Lots 1 through 7, Block H; Lot 1, Block I; and Lots 1 through 13, Block J, Santa Rita Ranch Phase 1, Section 2A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2014065457 in the Official Public Records of Williamson County, Texas.

Lots 24 through 49, Block F, and Lots 2 through 10, Block I, Santa Rita Ranch Phase 1, Section 2B, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2015038969 in the Official Public Records of Williamson County, Texas.

Lots 53 through 70, Block F; Lot 14, Block J; Lots 3 through 11, Block L; and Lots 6 through 8, Block K, Santa Rita Ranch Phase 1, Section 3A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2014074646 in the Official Public Records of Williamson County, Texas.

Lots 15 through 31, Block J; Lots 1 through 5, Block K; Lots 1 and 2, Block L; and Lots 1 through 4, Block M, Santa Rita Ranch Phase 1, Section 3B, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2015038920 in the Official Public Records of Williamson County, Texas.

Lots 71 and 72, Block F; Lots 12 through 19, Block L; Lots 5 through 15 and Lots 17 through 27, Block M; and Lots 1 through 10, Block N, Santa Rita Ranch Phase 1, Section 4, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2017005388 in the Official Public Records of Williamson County, Texas.

Lots 2 through 23, Block F; Lots 8 through 15, Block H; and Lots 11 through 18, Block I, Santa Rita Ranch Phase 1, Section 6A, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2016103002 in the Official Public Records of Williamson County, Texas.

Lots 2 through 25 and Lots 27 through 38, Block A; and Lots 1 and 2, and Lots 4 through 6, Block B, Santa Rita Ranch Phase 1, Section 6B, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2018079546 in the Official Public Records of Williamson County, Texas.

Lots 73 through 85, Block F; Lots 28 through 45, Block M; Lots 1 through 6, Block N; Lots 2 through 17, Block O; and Lots 1 through 11, Block P, Santa Rita Ranch Phase 1, Section 11, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2018088452 in the Official Public Records of Williamson County, Texas.

to Lots 107 through 119, Block A; and Lots 1 and 2 and Lots 4 through 8, Block C, Santa Rita Ranch, Phase 1, Section 12, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2019124948 in the Official Public Records of Williamson County, Texas.

Lots 1 through 4, Block A; Lots 1 through 15, Block D; Lots 1 through 12, Block E; and Lots 1 and 2, Block F, Santa Rita Ranch Phase 1, Section 20A, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2019018254 in the Official Public Records of Williamson County, Texas.

Lots 5 through 14, Block A; Lots 30, Block B; and Lots 34 through 43, Block E, Santa Rita Ranch Phase 1, Section 20B, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2019017949 in the Official Public Records of Williamson County, Texas.

Lots 23 through 29, Block B; Lots 16 through 26, Block D; Lots 13 through 33, Block E; Lots 3 through 14, Block F; and Lots 1 through 7, Block G, Santa Rita Ranch Phase 1, Section 20C, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2019081361 in the Official Public Records of Williamson County, Texas.

Lots 1 through 8, Block A; Lots 1 through 10, Block B; and Lots 2 through 23 and Lots 25 through 33, Block C, Santa Rita Ranch Phase 1, Section 21, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2018079788 in the Official Public Records of Williamson County, Texas.

Document comparison by Workshare 10.0 on Friday, March 13, 2020 10:47:02 AM

Input:	
Document 1 ID	netdocuments://4837-2284-8438/1
Description	[Santa Rita KC, LLC] Santa Rita Ranch - Amended and Restated Development Area Declaration [Residential]
Document 2 ID	netdocuments://4837-2284-8438/2
Description	[Santa Rita KC, LLC] Santa Rita Ranch - Amended and Restated Development Area Declaration [Residential]
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
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Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	22
Deletions	18
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	40

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SANTA RITA RANCH

DESIGN GUIDELINES

[Santa Rita Ranch, Phase 1, Section 18]

EXECUTED to be effective the 16 day of March, 2020 by Declarant:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of March, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) VIVIAN STRATTON
My Notary ID # 130327608
Expires August 11, 2023

_____
Notary Public, State of Texas

These Design Guidelines are hereby adopted by Santa Rita KC, LLC, a Texas limited liability company ("Declarant") in accordance with *Section 6.04(b)* of Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Master Covenant"), and may be amended from time to time by Declarant as the Santa Rita Reviewer (as defined in the Master Covenant).

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I. Introduction

Any notice or information required to be submitted to the Santa Rita Reviewer under these Design Guidelines hereunder will be submitted to the Santa Rita Reviewer, c/o Brian Lott, 1700 Cross Creek Lane, Suite 100, Liberty Hill, Texas 78642.

A. Background

Santa Rita is a master planned community located in the Texas Hill Country in Williamson County, Texas ("**Santa Rita**"). Santa Rita includes various subdivisions and phases of development, including Santa Rita Ranch, Phase 1, Section 18, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2020023668 in the Official Public Records of Williamson County, Texas ("**Phase 1 Section 18**"), that is a part of the subdivision known as "Santa Rita Ranch" (the "**Community**"). The Community, and the residences within the Community, should be reflective of the natural beauty of the Hill Country. The Community consists of Development Areas that are subject to the terms and provisions of the Santa Rita Amended and Restated Master Covenant, recorded under Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), and a Development Area Declaration for each particular Development Area (the "**Development Area Declaration**"), including Phase 1 Section 18. The Master Covenant and each Development Area Declaration include provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of Santa Rita and the Community.

B. Santa Rita Reviewer and Review Authority

The **Santa Rita Reviewer** consists of members who have been appointed by **Santa Rita KC, LLC**, a Texas limited liability company (the "**Declarant**"). As provided in Article 6 of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of Santa Rita and the Community. As a consequence thereof, the Santa Rita Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the Santa Rita Master Community, Inc. (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Santa Rita and the Community. Section 3.01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.04 of the Master Covenant and Section 3.01 of the Development Area Declaration provides that no Improvements may be constructed without the prior written approval of the Santa Rita Reviewer.

These Design Guidelines will apply only to Lots within Phase 1 Section 18 within the Community that will be used for residential purposes.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Santa Rita, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as the applicable Chisholm Trail Special Utility District (the "**Chisholm Trail SUD**") or the Municipal Utility District No. 19A (the "**MUD**") rules, regulations, fees, permit and inspection requirements. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement that may be applicable to a Lot within Santa Rita. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Santa Rita Reviewer for approval. Furthermore, approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot.

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

III. Interpretation

In the event of any conflict between these Design Guidelines and a Development Area Declaration, the Development Area Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in a Development Area Declaration.

IV. Amendments

During the Development Period, the Declarant, acting alone, may amend these Design Guidelines. Thereafter, the Santa Rita Reviewer may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Williamson County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

V. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in Santa Rita and the Community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

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

C. Inspection

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

D. Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

VI. Architectural and Aesthetic Standards

A. Plan Repetition

Plan Repetition for Phase 1 Section 18 shall be as follows:

2 Lots between same floor plan, different elevation
4 Lots between same floor plan and same elevation
Across street and 2 over for same floor plan, different elevation
Across street and 4 over for same floor plan, same elevation

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

For Example:

Plan = Letter

Elevation = Number

A-1	B-2	C-3	A-4	D-5	G-1	
D-5	E-3	G-4	H-2	K-3	C-4	B-2

B. Stone, Trim and Brick Repetition

Exterior Color Scheme Repetition (stone, brick and trim combination) for Phase 1 Section 18 shall be as follows:

- *Exterior Color Scheme - 2 Lots between same scheme*
- *Exterior Color Scheme - Across street and 2 over for same scheme*

The Santa Rita Reviewer may, in its sole and absolute discretion, deny proposed stone, trim or brick for a particular Lot if substantially similar stone, trim or brick exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Santa Rita Reviewer may adopt additional requirements concerning substantially similar stone, brick and masonry materials and color schemes constructed in proximity to each other.

C. Siding and Masonry

All building materials must be approved in advance by the Santa Rita Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

Masonry will be required on the front elevation and on the first floor of each side elevation. Masonry shall consist of brick, stone and stucco.

Exceptions:

- Main Arterials or Collector Roads. Along any main arterial:
    - Back facing residences must have: (i) one hundred percent (100%) masonry along the back of the residence on the first story; and (ii) elevated features are required along the second story, *e.g.* shutters, pop out windows, etc.
    - Side facing residences must consist of one hundred percent (100%) masonry.
- Corner Lots. On all corner Lots, the side of the residence facing the street must consist of one hundred percent (100%) masonry.
- Cementitious Materials and Stucco. Cementitious materials are not considered masonry; however, in areas where it is not structurally feasible to support brick or stone or where siding is otherwise approved by the Santa Rita Reviewer, then such siding must be "fiber cementitious."

  In an effort to allow for varied architectural elements, up to twenty percent (20%) of the front elevation of a residence can be made of board and batten siding or shingle style siding provided it is fiber cementitious. Any siding installed where it is not structurally feasible to support brick or stone will be counted toward this allowance if additional siding is used on the front elevation.

The Santa Rita Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.

- Masonry Calculation. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry and shall be deducted from the calculation of the minimum percentage of masonry requirement.

- Exposed Foundations. Exposed portions of the foundation on any sides of the residence visible from the street must be concealed by extending the exterior stone or brick to within at least twenty-four inches (24") of the finished grade. Remaining exposed slab area must be underpinned.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Santa Rita Reviewer.

- Prohibited Elements:

  - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
  - Mirrored glass.
  - No vivid/bright colors.
  - Gray brick.

D. Square Footage

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

- Minimum Square Footage Requirements.

  - 50' Lots:

One Story Residences	1,700 square feet
Two Story Residences	2,200 square feet

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses are permitted if approved in advance by the Santa Rita Reviewer.

- Permitted Structures. Such accessory structures must be: (i) constructed of the same materials, same colors and with the same quality of construction as the primary residential structure,

including the roof (as determined by the Santa Rita Reviewer); and (ii) no larger than 8′ x 8′ x 8′, unless otherwise approved.

- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Design Guidelines.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Santa Rita Reviewer prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Santa Rita Reviewer, no building or residential structure may exceed thirty-six feet (36′) in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

- Eaves. In addition, the height of any eave on any structure may not exceed thirty-five feet (35′) above the natural grade (as measured from the center point of the residence finished floor elevation) at any point on the exterior wall of the residence.

- **Views. Views are neither guaranteed, preserved nor protected within Santa Rita.**

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Santa Rita Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Santa Rita Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the residence with a pitch of no less than 5:12 and no more than 10:12, unless otherwise approved in advance by the Santa Rita Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Santa Rita Reviewer.

- Accepted Roof Materials: Roofing materials shall be limited to approved earthen colored non-reflective metal, clay, tile or three-dimensional composition shingles with a rating of thirty (30) years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Santa Rita Reviewer. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

- The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the Community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the residence and shall be fiber cement siding or masonry (stone, brick or stucco) matching with the same permitted colors and materials as permitted on the body of the residence.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Santa Rita Reviewer.

- Prohibited Elements:

  - Excessively pitched roofs.
  - Mansard, gambrel or chalet roofs.
  - Flat roofs (less than 3:12).
  - Roofs that are too steep or too shallow for the style of the residence.
  - Shed roofs except as incidental to the main roof.
  - Glossy metal and/or reflective materials or bright colors.
  - Natural or silver Galvalume.
  - Roof vents on the front plane of the residence.
  - Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
  - White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12′) and the maximum width of a driveway path is eighteen feet (18′) within five feet (5′) from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than thirty feet (30′) wide.

- Setbacks. All driveways must be at least one foot (1′) from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two and one-half feet (2 ½′) from adjacent Lot lines.

- Finishes. All driveways shall be surfaced with brushed concrete. Asphalt driveways are prohibited.

- Features. Drives shall intersect the street at as close to ninety (90) degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Santa Rita Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Santa Rita Reviewer.

- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Santa Rita Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall Community sidewalk or trail system are "**Pedestrian Sidewalks.**" Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.

- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the residence is called the "**Lead Walk.**" Lead Walks may be surfaced with brushed concrete or exposed aggregate or other surfaces as may be approved by the Santa Rita Reviewer.

- Compliance. All Pedestrian Sidewalks must comply with designated widths of four feet (4') on neighborhood streets and six feet (6') on collector streets, and must comply with all Applicable Law.

J. Garages

All garages shall be approved in advance of construction by the Santa Rita Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. Unless approved in writing by the Santa Rita Reviewer, no more than three (3) garage doors may be contiguous to one another and, in those circumstances, there must be a two foot (2') offset on at least one of the three bays.

- Features. Interior walls of all garages must be finished with sheetrock and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers.

- Prohibited Elements:

  - o Carports.
  - o Open (not enclosed) automobile storage.

K. Exterior Lighting

Exterior lighting must be approved in advance by the Santa Rita Reviewer.

- Brightness. All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. A variety of Dark Sky fixtures are encouraged for Community lighting such as streetlights, amenity areas, trail systems, etc., and downlighting is required where all lighting must be angled toward the ground and screened so that its source cannot be seen from above. These requirements shall not apply to areas such as sports fields, pool areas, etc. where this requirement is impractical. Further, all exterior lighting on the front elevation of residential lots shall have dusk to dawn sensors that must be maintained in good working condition at all times and no exterior light whose direct source is visible from a street or neighboring property or that produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior mounted lamp housings must shield lamp (maximum seventy-five (75) watts) from view and direct light. Housing must be at least eight inches (8") long, extend at least three inches (3") beyond lamp and have a maximum angle from the wall of the structure of thirty (30) degrees. Decorative or lantern fixtures shall have a maximum of sixty (60) watts per fixture.

- Number. The number of exterior light fixture for the residence and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a nighttime inspection and written approval may be required prior to final installation.

- Prohibited Elements:

  - o White or color corrected high intensity lamps and exterior lights (except holiday lighting that may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
  - o Sodium, mercury vapor, or bare HID yard lights.

L. Setbacks

- Rear Setbacks. Without written approval from the Santa Rita Reviewer, no Improvements shall be constructed within a ten foot (10') rear setback area that is measured from the rear boundary line of each Lot; provided, however, such prohibition shall not apply to the maintenance or repair of any existing walls or fencing within such setback area.

M. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided for Phase 1 Section 18 for mail pick-up and delivery.

N. Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

O. Satellite Dishes

The requirements for the installation of Satellite Dishes are set forth in the Development Area Declaration.

P. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a landscape or structural screening element installed or constructed of materials approved by the Santa Rita Reviewer.

Q. Signage

The signage requirements are set forth in the Development Area Declaration.

R. Aesthetic Appeal

The Santa Rita Reviewer may disapprove the construction or design of a residence on purely aesthetic grounds. Any prior decisions of the Santa Rita Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Santa Rita Reviewer feels that the repetition of such actions would have any adverse effect on Santa Rita and/or the Community.

VII. Landscape Guidelines

A. Landscape

All landscapes and landscaping must meet the guidelines set forth herein, including the Chisholm Trail Special Utility District Landscaping Plans attached hereto as Attachment 1. An approved list of plants and turf is set forth on Attachment 2. For additional design ideas, visit the Chisholm Trail SUD Landscape Laboratory in Florence or the Lady Bird Johnson Wildflower Center in Austin.

- Plans. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to landscaping plans without submission to the Santa Rita Reviewer for approval. Otherwise, plans otherwise in compliance with these guidelines shall be deemed approved without submission of Lot-specific landscape plans. Landscape installation must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the residence and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses that are commonly used in Central Texas for landscaping purposes as set forth on the approved list of plants. Emphasis is placed on utilizing native plants that are drought tolerant as well as deer resistant. Landscaping on each Lot must include the installation of at least two (2) three inch (3") caliper trees. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new residences must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Santa Rita Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Santa Rita Reviewer. Sculptures and fountains are subject to approval by the Santa Rita Reviewer.

- Reservation of Future Approvals. The Santa Rita Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Prohibited Elements.

    - Rock or crushed rock as a ground cover (unless approved in advance by the Santa Rita Reviewer).
    - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the Community and the environment of Santa Rita.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the lot that is allowed for construction of improvements as defined by the setbacks of the lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers. In the area outside the Building Envelope, a Specimen Tree that is twelve inches (12") or larger in diameter measured twenty-four inches (24") off the ground must be flagged and approved in writing by the Santa Rita Reviewer prior to removal. Within the Building Envelope, a Homebuilder shall have the right to remove any Specimen Tree less than eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground. Within the Building Envelope, a Specimen Tree greater than or equal to eighteen inches (18") in diameter as measured twenty-

four inches (24") off the ground shall require prior written approval from the Santa Rita Reviewer before removal.

- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

  - o Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
  - o Oak tree pruning is discouraged from February 1st to June 15th.
  - o Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
  - o All firewood shall be covered.

C. Irrigation

The Santa Rita Reviewer must approve all irrigation systems prior to installation.

- Yard Requirements. Yard irrigation systems are not required; however, if installed, the system must be installed in such a manner as to require a five foot (5') perimeter encircling the residence constructed on a Lot. All irrigation systems, if installed, must be installed and maintained by a Texas Commission on Environmental Quality ("**TCEQ**") licensed irrigator.

- Features. Backflow prevention devices are required and must be installed and maintained in accordance with TCEQ regulations. The use of drip irrigation is encouraged. Irrigation sprinkler systems must uses heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements. Rain sensors are required on all irrigation systems.

- Inspections. Yearly inspections by a licensed TCEQ Backflow Prevention Assembly Tester must be performed on all backflow prevention devices.

- Drought Management Plans. Drought management plans may be implemented, as necessary, by Santa Rita, the MUD, the Chisholm Trail SUD or other governmental authority.

- Chisholm Trail SUD Water Conservation Requirements. The Chisholm Trail SUD requires certain additional water conservation restrictions that are applicable to and govern water conservation practices within the Community. These restrictions are listed on Attachment 1.

D. Rainwater Harvesting Systems

The requirements for the installation of Rainwater Harvesting Devices are set forth in the applicable Development Area Declaration, subject to the following limitations: (i) only two (2) fifty-five (55) gallon tanks shall be permitted which must be two feet (2') in diameter and four feet (4') in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

E. Landscape Inspection

The Santa Rita Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

F. Drainage

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Santa Rita Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

G. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Santa Rita Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the Lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Santa Rita Reviewer.

- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Santa Rita Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.

- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Santa Rita Reviewer, all lots backing up to a greenbelt must utilize powder coated steel or ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt.

- Construction. All wood fencing shall be constructed using one inch by four inch (1" x 4") vertical pickets and be approved in advance by the Santa Rita Reviewer. On all corner Lots, wood fences shall be capped. On any Lots backing up to Santa Rita Boulevard, stone, masonry or concrete fencing shall be installed by the Declarant.

- Setbacks. Any side yard fence at the point where it connects to the residence must be setback a minimum of fifteen feet (15') from the front corner of the residence and a minimum of ten feet (10') from the back corner of the residence. All side yard fences must be installed so that they are perpendicular to the residence unless circumstances on site dictate otherwise. Side yard fences

must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. Any part of the wood fencing that is visible from any street must be stained and shall be routinely re-stained (no less than every four years) in the approved stain color by the Santa Rita Reviewer. Either the Santa Rita Reviewer, the Association or both shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant.

- Prohibited Elements:

  - o Shadowbox or "Pallet" type fencing.
  - o Fencing of front yards.
  - o Solid walls enclosing an entire site.

H. Pools, Spas and Hot Tubs

The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Santa Rita Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three feet (3') of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Santa Rita Reviewer.

- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Santa Rita Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement. A swimming pool, spa or hot tub drain with a backwash filtering system may not be discharged into the sanitary sewer without the advance written approval of the MUD operator. Additional connection and/or service and permit fees may be required to be paid to the MUD.

- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the residence).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Santa Rita Reviewer in the case of greenbelts/open spaces.

I. Playscapes, Trampolines and Sport Courts

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Santa Rita Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

- Prohibited Elements.

  - Direct or indirect lighting of the playscape, trampoline or sport court.
  - Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.
  - Tennis courts.

VIII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Santa Rita. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Santa Rita Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

- o **Sediment Removal.** **Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately**. If for any reason the silt fence is to be temporarily removed, a representative of the Santa Rita Reviewer must be contacted prior to the removal.

B. Security

Neither the Santa Rita Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Williamson County Sheriff's Department and then notify the Santa Rita Reviewer.

C. Construction Hours

Unless a written waiver is obtained from the Santa Rita Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.
- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of all music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under sixteen (16) years of age to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

The Santa Rita Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Santa Rita Reviewer as additional insureds in an amount to be determined, from time to time, by the Santa Rita Reviewer.

G. Site Cleanliness

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

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a residence is being constructed next to an existing occupied residence.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Santa Rita Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Santa Rita Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. **The dumping, burying or burning of trash is not permitted anywhere in Santa Rita or the Community**.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within Santa Rita or the Community.

J. Schedule of Construction Fines

Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Policy Manual (as defined in the Master Covenant).

IX. Plan Review Process

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of the Santa Rita Reviewer before any such construction or installation activity is commenced. The Santa Rita Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Santa Rita Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple residences that will be allowed to be built by each Homebuilder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific residence on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with the residence siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular residence.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 3 must be submitted to the Santa Rita Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Santa Rita Reviewer.

B. Timing

The Santa Rita Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1

CHISHOLM TRAIL S.U.D. WATER CONSERVATION REQUIREMENTS

Chisholm Trail Special Utility District

Xeriscape

Xeriscape means "water and energy conservation through creative landscaping." "Xeros" is Greek and comes from the word "dry".

Esperanza (Yellow Bells)

Knockout Rose

Texas Mountain Laurel

Rock Rose

Chisholm Trail Special Utility District

P.O. Box 249
251 FM 970
Florence, TX 76527
Phone: (254) 793-3103
Fax: (254) 793-3100
www.ctsud.org

Xeriscape Benefits

Attractive Landscapes

- Xeriscape gardens are not only rock and cacti.
- They can provide you color all year, like an excellent environment for wildlife.
- They have an attractive, conventional look.
- Save you money, water, and work.

Less Maintenance

- Xeriscape gardens, because they are efficient in the conservation of water and energy, require less maintenance and need less fertilizer and chemicals than a traditional garden.
- Xeriscape plants save you money, water, and work.

Energy Conservation

- The costs of heating and air conditioning can be reduced considerably with proper orientation of the house and with a strategic location of the plants that block the wind and the Sun.
- Xeriscape gardens save you money, water, and work.

Pest Tolerant

- Most xeriscape plants are highly tolerant to diseases and are also resistant to most harmful insects.
- Xeriscape plants save you money, water, and work.

Drought Resistant

- Once established, xeriscape plants can survive with minimum water and become highly tolerant to droughts.
- Xeriscape plants save you money, water, and work.

RECORDERS MEMORANDUM

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Xeriscape Principles

1) Planning and Design (The first and most important step)

- Consider the place where you will make the garden, existing vegetation, topography, and plant distribution according to the water requirements.
- Planning allows you to build your garden in stages, when time and money permits.
- Garden planting can be done by yourself or by a professional gardener.

2) Improving the Soil

- Soil can vary from one site to another, even on the same land. A garden soil analysis can provide valuable information to assist with plant selection and necessary fertilizers.
- Proper use of additives, such as nutrients, and organic materials improves drainage, penetration of moisture and soil, and water retention, therefore, allowing healthy plant growth

3) Appropriate Plant Selection

- The selection should be based on the ability of plants adapted to the chosen ground, color, texture, and final size of the plant.
- The plants must be distributed to obtain the desired aesthetic effect and should be grouped according to the respective needs of water.

Red Yucca

4) Practical Lawn Areas

- The type and location of the grass must be the same way as with other plants.
- The grass must be treated as another garden element and be located where it can irrigate separately.

5) Efficient Irrigation

- Water plants only when they need it, deep water to stimulate root growth and to make plant growth healthier and more resistant to drought.
- Do not water on real hot or windy days.
- If you install an irrigation system, make sure the design is desirable and handle it in such a way that it would reduce the waste of water.

6) Mulch Use

- Mulch, when applied and maintained at depth in the gardens can help soil retain moisture, reduce the growth of weeds, and prevent erosion.
- Mulch can be used in places where conditions are not suitable for the growth of good grass and other vegetation.
- Mulch is typically made up of pieces of wood, sawdust, pine needles, nut rinds, small stones and leaves or garden waste.

7) Proper Maintenance

- Do not cut grass less than 1/3 of original grass height.
- Fertilize with moderation, remove weeds, and fan the garden regularly.
- Build small barriers to retain water around large plants and trees.
- A xeriscape type garden is healthier and uses a minimum amount of water, fertilizer, pesticides and other chemicals needed to keep the plants healthy.

RECORDERS MEMORANDUM

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Water Conservation Measures
Chisholm Trail S.U.D.

A. Landscape irrigation systems shall not be mandatory.

B. The use of subsurface drip irrigation is encouraged but not required.

C. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 10,000 square foot maximum in aggregate including irrigated yard/lawn beds and planter beds. The foundation footprint may include both the house and the garage, but not the driveway or patio.

D. Irrigated turf and/or ornamental common areas at subdivision entryways and street intersections shall follow the requirements outlined below:
   1. Irrigated subdivision entryway landscaping shall not exceed 6,000 square feet, with a limit of two (2) irrigated entranceways per subdivision.
   2. Irrigated landscaping areas at intersections within the subdivision shall not exceed 1,000 square feet each, with a maximum of one irrigated street intersection per 200 subdivision lots.

E. No more than fifty percent of the landscape should be planted in turf. Builders and owners are encouraged to use St. Augustine turf only in shaded areas. Builders and owners will reuse native soils whenever possible.

F. Shrubs and flowers should be selected from native and adapted plant list approved by the Chisholm Trail S.U.D. or Williamson County.

G. All irrigated and newly planted turf areas and planter beds shall have a minimum soil depth of 6 inches, and 12 inches, respectively. Builders and owners will import soil, if needed, to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

H. Topsoil that is added to the site shall be incorporated in a 2 to 3 inch scarified transition layer to improve drainage.

I. Landscape irrigation systems, if installed, shall be required to include the following water conservation features:
   1. Rain and soil moisture sensors –
      a. Soil moisture sensors shall be installed at the following locations:
         For lawn/grass areas - one soil moisture sensor, located within the grass-root zone, shall be installed for each 5,000 square feet, or part thereof, of grass landscape area

         For planter beds - one soil moisture sensor, located within the ornamental plant root zone, shall be installed for each 1,000 square feet, or part thereof, of planter bed area.

b. Automatic irrigation systems shall not operate within 3-calendar days following a 0.5-inch or greater rainfall event, as measured by one (1) or more sensor located within the boundary of the irrigation system; and

c. Automatic irrigation systems shall not operate if soil moisture content within the root zone is 50-percent or greater, as measured by one (1) or more sensor located within the boundary of the irrigation system.

2. Backflow prevention device shall be installed in accordance with applicable Chisholm Trail S.U.D. rules and regulations and state laws.

3. Pressure reducing valve and/or remote control valves shall be installed for each automatic sprinkler system which receives ambient system supply side pressure of greater than 80 psi. Automatic sprinkler systems shall not operate at point of application pressure of greater than 80 psi.

4. Zoning of irrigation system shall be based on plant water requirements.

5. Irrigation systems shall not overspray onto hardscapes, driveways, sidewalks, and/or streets.

6. Low flow (i.e., less than 0.5 gpm per head) irrigation application systems shall be installed in areas less than 10 feet wide, such as median strips, and parking islands.

J. Contractors installing irrigation systems must provide system design plans to the homeowner/property owner. Irrigation scheduling/water cycles shall be posted in or near the irrigation controller box. This schedule must be made available to Chisholm Trail S.U.D. for review, upon request.

K. Irrigation systems installed in public/common areas shall be monitored once a month by the owner of such systems. Any required repairs or system adjustments shall be made within 3-calendar days of noting the need for system repairs or adjustments.

L. Irrigation of common areas shall occur only between the hours of 7:00 P.M. and 10:00 A.M., unless otherwise restricted or curtailed by Chisholm Trail S.U.D. water conservation and drought restrictions. There shall be NO WATERING between the hours of 10:00 AM and 7:00 P.M. unless irrigation of reclaimed water during the day is necessary to meet regulatory requirements.

ATTACHMENT 2

APPROVED PLANT LIST

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in the Community. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Santa Rita Reviewer.

Canopy Trees		
Scientific Name:	Common Name:	
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoinensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassiflolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing
Ornamental Trees		
Scientific Name:	Common Name:	Comments
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crategus reverchonii	Reverehon Hawthorn	

Crategus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koelreuteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorosis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun
Shrubs		
Scientific Name:	Common Name:	Comments:
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasylirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendeus	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade

Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR
Groundcovers		
Scientific Name:	Common Name:	Comments:
Achillea millefolium	Yarrow	full sun/shade/DR
Adiantum capillus-venerıs	Maidenhair Fern	moist areas/shade
Ajuga reptans	Ajuga	shade/DR
Aquilegia canadensis	Columbine	shade
Cyrtomium falcatum	Holly Fern	shade/moist/DR
Dryopteris spp.	Wood Fern	shade/moist/DR
Hedera helix	English Ivy	shade
Juniperus conferta "Blue Pacific"	Shore Juniper	sun/DR
Liriope muscari	Liripoe	sun/shade
Lonicera sempervirens	Coral Honeysuckle	sun/shade
Mahonia repens	Creeing Mahonia	shade
Nolina texana	Bear grass	sun/DR
Ophiopogon japonicus	Monkey Grass	shade/DR
Pavonia lasiopetala	Pavonia	sun
Phlox drummondii	Drummond's phlox	sun
Phlox subulata	Thrift	sun
Poliomentha longiflora	Mexican Oregano	sun/DR
Rosmarinus officinalis "prostratus"	Trailing Rosemary	sun/DR
Salvia farinacea	Mealy Sage	sun/DR
Salvia greggii	Cherry Sage	sun/DR

Salvia romeriana	Cedar Sage	sun/DR
Santolina chamaecyparissus	Gray Santolina	sun/drought/
Santolina virens	Green Santolina	sun/drought tolerant
Tradescantia spp.	Spiderwort	shade
Verbena bipinnatifida	Prairie Verbena	sun/DR
Verbena elegans "asperata"	Hardy Verbena	sun/DR
Vinca major	Bigleaf Periwinkle	dry shade
Yucca rupicola	Twisted-leaf Yucca	sun/drought/DR

Grasses		
Scientific Name:	Common Name:	Comments:
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	
Vines		
Scientific Name:	Common Name:	Comments
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate

Parthenocissus quinquefola	Virginia Creeper	shade
Annuals		
Winter/Spring:	Spring/Summer:	Summer/Fall
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus
Tulip (bulb)		Impatiens
Ornamental Pepper		Marigold
Dianthus		Periwinkle
		Phlox
		Portulaca
		Purslane
Legend For Approved Plant List:		
Full sun/sun	sun-loving plant	
Shade	shade-loving plant	
Moist	moist-loving plant	
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand droughts	
Fall color	fall leaf color	
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available	
Ornamental	showy plant	
NOTE: The following plants/shrubs/trees are prohibited		
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant

		which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

ATTACHMENT 3

SANTA RITA
FINAL PLAN APPLICATION

Deliver to:
Santa Rita Reviewer c/o _____ Phone: ( ) ____-_____
_____, Texas _____ Fax: ( ) ____-_____

Date:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Bedrooms:_____ Baths:_____
Address:_____

Standard Plans Attached: (Please Circle) Yes/Previously Submitted
If yes, please indicate if the plans include elevations for multiple residences being requested. Indicate any requested alterations or changes to the plans:

_____.

Site Plan Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate whether plans include the following:

- ☐ 1"= 20' or larger scale, as appropriate to the acreage
- ☐ Site dimensions
- ☐ Existing Contours
- ☐ Calculation of Masonry Percentage
- ☐ Masonry Description, sample and color
- ☐ Roof Material and Pitch
- ☐ Color palette (trim, doors, garage, etc.)
- ☐ Square Footage of all enclosed improvements
- ☐ Property lines
- ☐ Chemical toilet location
- ☐ Trees to Remain
- ☐ Trees to be removed
- ☐ Silt fence location
- ☐ Sidewalk location
- ☐ Building setbacks
- ☐ Building location labeled with floorplan reference and noting any proposed revisions to previously approved plans or elevations
- ☐ Proposed finished floor elevation
- ☐ Easements
- ☐ Utility connections at the street and residence with proposed trench locations
- ☐ North arrow
- ☐ Driveway and sidewalk locations and materials
- ☐ Proposed perimeter fence and retaining wall locations including material and height
- ☐ Any anticipated accessory development such as pools, cabanas, guesthouse

1st Floor Masonry %_____ 2nd Floor Masonry %_____
Chimney: (Please Circle) Yes/No_____Masonry_____Fiber Cement
Fencing Type: _____
Stone Type and Color:_____
Brick Manufacturer and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____Year dimensional shingle
Paint Color:_____

Fill in the information if different from color above:
Trim Color:_____ Door Color:_____
Shutters Color:_____ Garage Color:_____
Square Footage of Residence:_____

Landscape Diagram Attached: (Please Circle) Yes/Previously Submitted
Front Retaining Wall: (Please Circle) Yes/No **Deck:** Yes/No **Patio:** _____ square feet

If yes, please indicate whether plans include the following:

- ☐ Property Lines with dimensions
- ☐ Utility boxes and screening
- ☐ Drives, parking areas and walks
- ☐ Residence and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location and materials
- ☐ Proposed landscape lighting (if any)

Planting Materials:
Trees: _____ Bushes: _____
Shrubs: _____ Grass: _____
Additional landscape improvements that may be specific to the particular residence: _____
_____

Comments:_____

Homebuilder Name:_____
By:_____

APPROVED BY:
Santa Rita Reviewer: _____ (signature)
Approval Date:_____

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2020027755

Pages: 34 Fee: $149.00
03/18/2020 10:39 AM



Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2020027802
Williamson County, Texas Total Pages: 4

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

15/ITC/ 1943487 -COM/GMH

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH, PHASE 1, SECTION 18

DECLARANT: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to (i) Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and (ii) Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended.

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH, PHASE 1, SECTION 18

This Notice of Applicability is made and executed by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 38 through 63 and Lots 65 through 75, Block P; Lots 15 through 18, Block Q; and Lots 1 through 19, Block R, Santa Rita Ranch, Phase 1, Section 18, a subdivision located in Williamson County, Texas according to the map or plat recorded as Document No. 2020023668 in the Official Public Records of Williamson County, Texas (the "**Development Area**"). Pursuant to that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration.** Pursuant to the Covenant and that certain Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the filing of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Covenant.

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

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

EXECUTED to be effective as of the 16 day of March, 2020.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of March, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

VIVIAN STRATTON
My Notary ID # 130327608
Expires August 11, 2023

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2020027802

Pages: 4 Fee: $29.00
03/18/2020 11:40 AM



Nancy E. Rister, County Clerk
Williamson County, Texas

2020060478 PLAT Total Pages: 4

PLAT MAP RECORDING SHEET

DEDICATOR(s):

MIDDLEBROOK LTD
MIDDLEBROOK GP LLC
MREM TEXAS MANAGER LLC

SUBDIVISION NAME: SANTA RITA RANCH SOUTH SECTION 17

PROPERTY IS DESCRIBED AS: 24.578 ACRES NOAK SMITHWICK SURVEY ABSTRACT NO 590

SUBMITTED BY: CARLSON BRIGANCE & DOERING INC

DIGITALLY RECORDED

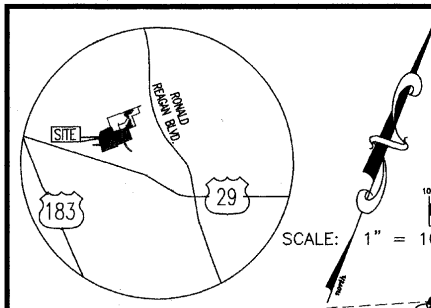
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020060478

PLAT Fee: $241.00
06/09/2020 11:35 AM BMCKENZIE

Nancy E. Rister, County Clerk
Williamson County, Texas

Doc #2020060478

SANTA RITA RANCH SOUTH, SECTION 17
FINAL PLAT



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SCALE: 1" = 100'

DATE: MARCH 31, 2020

OWNER:

MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:

MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

LEGEND

- ● CAPPED 1/2" IRON ROD SET
- ○ CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- S.W.E. SIDEWALK EASEMENT

LARRY EVERETT FOUST ET UX
9 ACRES, SECOND TRACT
VOLUME 764, PAGE 801

LARRY EVERETT FOUST ET UX
107.5 ACRES, FIRST TRACT
VOLUME 764, PAGE 801

60' EASEMENT TO P.E.C.
VOL. 516, PAGE 81

R 29 INVESTMENTS LLC.
(103.80 AC)
DOC NO 2013064831

MIDDLEBROOK, LTD.
(68.737 AC)
DOC. NO. 2019016017

N65°37'23"E 1001.84'

S85°37'23"W 514.26'

ZUMA DRIVE (50' R.O.W.)

N25°41'41"E 618.81'

BELLA LUNA WAY
(50' R.O.W.)

N69°00'16"E 367.29'

TERRA DEL SOL PARKWAY (60' R.O.W.)

S69°00'16"W 367.29'

COMPANIA DRIVE (50' R.O.W.)

COMPANIA COVE (50' R.O.W.)

ZUMA DRIVE (50' R.O.W.)

ROSELLE DRIVE (50' R.O.W.)

N12°07'57"W 181.88'

N11°22'12"W 335.72'

S60°43'02"W 166.87'
TERRA DEL SOL PARKWAY

S35°52'26"W 456.86'

SANTA RITA SOUTH
SECTION 7B
DOCUMENT NO. 2019027422

SANTA RITA SOUTH
SECTION 7C
DOCUMENT NO. 2019030482

SANTA RITA SOUTH
SECTION 5A
DOCUMENT NO. 202004350

SANTA RITA BOULEVARD
(90' R.O.W.)

ISABELLA WAY

URBINO STREET

PERSIAN MORN STREET

OPEN SPACE, L.S.E.
& S.W.E.
1.512 AC.

LS/OS

TOTAL OF LOTS:	105
NO. OF SINGLE FAMILY LOTS:	102
NO. OF OPEN SPACE AND LANDSCAPE LOTS:	2
NO. OF OPEN SPACE, L.S.E. & SIDEWALK LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
TERRA DEL SOL PKWY	1,856'	60' R.O.W.	40' FOC-FOC	25 M.P.H.	PUBLIC	ARTERIAL
ROSELLE DR.	1,387'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ZUMA DR	427'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
COMPANIA DR.	637'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
COMPANIA CV.	268'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	4,575'					

TOTAL ACREAGE: 24.578 ACRES
SURVEY: NOAH SMITHWICK SURVEY,
ABSTRACT NO. 590

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

SHEET NO. 1 OF 3

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

PATH-J:\AC3D\5044\SURVEY\PLAT - SANTA RITA SEC 17.dwg

Doc #2020060478

SANTA RITA RANCH SOUTH, SECTION 17
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	560.89	970.00	S52°26'21"W	553.11	288.53	33°07'50"
C2	446.60	1030.00	S48°17'44"W	443.11	226.87	24°50'36"
C3	66.89	325.00	S66°36'49"W	66.77	33.56	11°47'34"
C4	137.32	1030.00	N60°11'28"E	137.22	68.76	7°38'19"
C5	22.12	15.00	N21°45'57"E	20.17	13.62	84°29'21"
C6	23.85	15.00	S66°02'12"E	21.42	15.30	91°06'58"
C7	10.77	1030.00	N68°42'17"E	10.77	5.39	0°35'58"
C8	99.13	1030.00	S53°36'53"W	99.09	49.60	5°30'52"
C9	23.30	15.00	S84°38'56"E	21.02	14.74	88°59'14"
C10	93.40	275.00	S30°25'30"E	92.95	47.16	19°27'37"
C11	21.03	25.00	S03°24'00"W	20.41	11.18	48°11'23"
C12	165.86	50.00	N67°32'09"W	99.61	568.00	190°03'41"
C13	21.03	25.00	N41°31'42"E	20.41	11.18	48°11'23"
C14	434.34	325.00	S27°20'15"W	402.73	256.54	76°34'16"
C15	272.10	60.00	N39°08'03"E	92.04	71.71	259°50'09"
C16	34.83	25.00	S50°51'57"E	32.08	20.92	79°50'09"
C17	24.01	15.00	S34°54'44"W	21.53	15.46	91°43'13"
C18	216.33	275.00	N76°39'25"W	210.79	114.11	45°04'19"
C19	23.56	15.00	N09°07'25"W	21.21	15.00	89°59'41"
C20	420.59	970.00	N48°17'44"E	417.30	213.65	24°50'36"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C21	190.48	1030.00	S41°10'18"W	190.20	95.51	10°35'44"
C22	22.75	15.00	N03°01'05"E	20.63	14.21	86°54'09"
C23	111.96	325.00	S30°33'52"E	111.40	56.54	19°44'15"
C24	40.88	25.00	N67°32'09"W	36.47	26.66	93°40'55"
C25	367.51	275.00	S27°20'15"W	340.77	217.07	76°34'16"
C26	23.10	15.00	S55°04'13"E	20.89	14.55	88°14'42"
C27	209.29	325.00	N80°44'40"W	205.89	108.42	36°53'49"
C28	20.90	15.00	N77°47'38"E	19.25	12.55	79°49'13"
C29	40.98	332.00	N34°21'13"E	40.95	20.51	7°04'18"
C30	32.54	25.00	N06°27'57"W	30.29	19.03	74°34'02"
C31	295.71	60.00	N82°33'31"W	75.21	48.26	282°22'54"
C32	14.74	25.00	S41°44'39"W	14.53	7.59	33°46'35"
C33	86.89	382.00	N31°22'20"E	86.70	43.63	13°01'58"
C34	24.09	15.00	S08°07'07"E	21.58	15.53	92°00'17"
C35	23.56	15.00	N80°52'35"E	21.21	15.00	90°00'19"
C36	10.16	275.00	S39°05'48"E	10.16	5.08	2°07'00"
C37	68.10	275.00	S30°50'23"E	68.92	34.73	14°23'51"
C38	14.14	275.00	S22°10'05"E	14.14	7.07	2°56'46"
C39	19.51	25.00	S01°39'35"W	19.02	10.28	44°42'33"
C40	1.52	25.00	S25°45'16"W	1.52	0.76	3°28'50"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C41	43.74	50.00	N02°26'02"E	42.36	23.38	50°07'19"
C42	33.63	50.00	N41°53'45"W	33.00	17.48	38°32'15"
C43	33.63	50.00	N80°26'01"W	33.00	17.48	38°32'15"
C44	34.47	50.00	S60°32'43"W	33.80	17.95	39°30'17"
C45	20.39	50.00	S29°06'47"W	20.24	10.34	23°21'34"
C46	7.83	325.00	S64°55'58"W	7.83	3.92	1°22'50"
C47	41.26	325.00	S60°36'21"W	41.23	20.66	7°16'24"
C48	51.40	325.00	S52°26'20"W	51.34	25.75	9°03'39"
C49	37.16	325.00	S44°37'57"W	37.14	18.60	6°33'06"
C50	37.16	325.00	S38°04'51"W	37.14	18.60	6°33'06"
C51	37.16	325.00	S31°31'45"W	37.14	18.60	6°33'06"
C52	51.40	325.00	S23°43'22"W	51.34	25.75	9°03'39"
C53	37.16	325.00	S15°55'00"W	37.14	18.60	6°33'06"
C54	37.16	325.00	S09°21'54"W	37.14	18.60	6°33'06"
C55	37.16	325.00	S02°48'48"W	37.14	18.60	6°33'06"
C56	37.16	325.00	S03°44'18"E	37.14	18.60	6°33'06"
C57	22.31	325.00	S08°58'52"E	22.31	11.16	3°56'01"
C58	20.02	60.00	S20°30'25"E	19.93	10.10	19°07'06"
C59	33.08	60.00	S45°51'43"E	32.67	16.97	31°35'30"
C60	33.08	60.00	S77°27'13"E	32.67	16.97	31°35'30"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C61	33.08	60.00	N70°57'17"E	32.67	16.97	31°35'30"
C62	33.08	60.00	N39°21'47"E	32.67	16.97	31°35'30"
C63	33.08	60.00	N07°46'17"E	32.67	16.97	31°35'30"
C64	34.67	60.00	N24°34'39"W	34.19	17.83	33°06'23"
C65	52.00	60.00	N85°57'26"W	50.38	27.76	49°39'11"
C66	42.60	275.00	S85°14'40"W	42.55	21.34	8°52'29"
C67	65.57	275.00	N83°29'15"W	65.41	32.94	13°39'40"
C68	60.42	275.00	N70°21'45"W	60.30	30.33	12°35'19"
C69	47.74	275.00	N59°05'41"W	47.68	23.93	9°56'51"
C70	10.72	325.00	S39°29'17"E	10.72	5.36	1°53'24"
C71	35.21	325.00	S35°26'23"E	35.19	17.62	6°12'25"
C72	53.40	325.00	S27°37'46"E	53.34	26.76	9°24'49"
C73	12.63	325.00	S21°48'33"E	12.63	6.32	2°13'37"
C74	37.79	275.00	S61°41'11"W	37.76	18.93	7°52'25"
C75	64.48	275.00	S51°01'58"W	64.33	32.39	13°26'00"
C76	64.48	275.00	S37°35'58"W	64.33	32.39	13°26'00"
C77	64.48	275.00	S24°09'58"W	64.33	32.39	13°26'00"
C78	64.48	275.00	S10°43'58"W	64.33	32.39	13°26'00"
C79	71.82	275.00	S03°27'57"E	71.62	36.12	14°57'52"
C80	8.71	325.00	S81°34'30"W	8.71	4.36	1°32'08"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C81	37.16	325.00	S85°37'07"W	37.14	18.60	6°33'06"
C82	38.81	322.80	N87°41'03"W	38.79	19.43	6°53'22"
C83	40.16	327.21	N80°43'21"W	40.14	20.11	7°01'58"
C84	41.81	325.00	N73°29'47"W	41.79	20.94	7°22'18"
C85	42.63	325.00	N66°03'12"W	42.59	21.34	7°30'53"
C86	13.03	332.00	N36°45'53"E	13.03	6.52	2°14'57"
C87	27.94	332.00	N33°13'44"E	27.94	13.98	4°49'21"
C88	30.26	25.00	N03°51'09"W	28.44	17.29	69°20'26"
C89	2.28	25.00	N41°08'10"W	2.28	1.14	5°13'36"
C90	68.12	60.00	S11°13'21"E	64.52	38.26	65°03'14"
C91	37.22	60.00	S39°04'36"W	36.63	19.23	35°32'38"
C92	37.22	60.00	S74°37'12"W	36.63	19.23	35°32'38"
C93	37.22	60.00	N69°50'10"W	36.63	19.23	35°32'38"
C94	37.22	60.00	N34°17'33"W	36.63	19.23	35°32'38"
C95	37.22	60.00	N01°15'05"E	36.63	19.23	35°32'38"
C96	37.22	60.00	N36°47'43"E	36.63	19.23	35°32'38"
C97	4.26	60.00	N56°35'59"E	4.26	2.13	4°03'55"
C98	21.87	382.00	N26°29'45"E	21.86	10.94	3°16'47"
C99	40.07	382.00	N31°08'27"E	40.06	20.06	6°00'38"
C100	24.95	382.00	N36°01'03"E	24.95	12.48	3°44'33"

Line Table		
Line #	Length	Direction
L1	20.50	S60°43'02"W
L2	60.00	N29°16'58"W
L3	36.28	N88°03'33"E
L4	5.63	N20°28'43"W
L5	50.00	N69°31'17"E
L6	1.00	S20°28'43"E
L7	60.00	S20°59'47"E
L8	12.85	S49°57'38"E
L10	69.69	N17°26'59"E
L11	27.68	N78°29'30"E
L12	62.53	N78°29'30"E
L13	50.29	S41°23'57"W
L14	45.26	S41°23'57"W
L15	18.58	S41°23'57"W
L16	20.50	N60°42'42"E
L17	50.60	N10°56'52"W

FIELD NOTES

BEING ALL OF THAT CERTAIN 24.578 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION A CALLED 27.627 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2019102590, A PORTION OF A CALLED 41.118 ACRE TRACT CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018073456, A PORTION OF A CALLED 15.466 ACRE TRACT CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018073458, AND A PORTION OF A CALLED 68.737 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD IN DOCUMENT NUMBER 2019016017, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 24.578 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SANTA RITA SOUTH SECTION 7C, AS RECORDED IN DOCUMENT NUMBER 2019030482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING A CORNER IN THE EASTERN BOUNDARY LINE OF SAID 65.358 ACRE TRACT, AND BEING THE POINT OF TERMINUS IN THE SOUTHERN CORNER OF THE INTERSECTION OF SANTA RITA SOUTH BOULEVARD OF SANTA RITA SOUTH SECTION 9A, AS RECORDED IN DOCUMENT NUMBER 2020004350, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE EASTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 65.358 ACRE TRACT, SAID SANTA RITA SOUTH SECTION 7C, AND SANTA RITA SOUTH SECTION 7B, AS RECORDED IN DOCUMENT NUMBER 2019027422, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1. S69°00'16"W, A DISTANCE OF 367.29 FEET TO A CAPPED IRON ROD FOUND, AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 560.89 FEET, AND WHOSE CHORD BEARS S52°26'21"W, A DISTANCE OF 553.11 FEET TO A CAPPED IRON ROD FOUND,
3. S35°52'26"W, A DISTANCE OF 455.88 FEET TO A CAPPED IRON ROD FOUND, AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT,
4. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 446.60 FEET, AND WHOSE CHORD BEARS S48°17'44"W, A DISTANCE OF 443.11 FEET TO A CAPPED IRON ROD FOUND,
5. S60°43'02"W, A DISTANCE OF 20.50 FEET TO A CAPPED IRON ROD FOUND,
6. N29°16'58"W, A DISTANCE OF 60.00 FEET TO A CAPPED IRON ROD FOUND,
7. S60°43'02"W, A DISTANCE OF 166.87 FEET TO A CAPPED IRON ROD FOUND, AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT, AND
8. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 66.89 FEET, AND WHOSE CHORD BEARS S66°36'49"W, A DISTANCE OF 66.77 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 65.358 ACRE TRACT, BEING THE EAST CORNER OF A CALLED 103.80 ACRE TRACT OF LAND CONVEYED TO R 29 INVESTMENTS, LLC., DESCRIBED IN DOCUMENT NUMBER 2013064831, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 65.358 ACRE TRACT AND SAID 103.80 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N11°27'12"W, A DISTANCE OF 335.72 FEET TO AN IRON ROD FOUND, AND
2. N12°07'57"W, A DISTANCE OF 181.98 FEET TO AN IRON ROD FOUND, BEING AN EXTERIOR CORNER OF SAID 65.358 ACRE TRACT, BEING THE NORTHEAST CORNER OF SAID 103.80 ACRE TRACT, ALSO BEING IN THE SOUTH BOUNDARY LINE OF A CALLED 9 ACRE TRACT (SECOND TRACT) OF LAND CONVEYED TO LARRY EVERETT FOUST AS DESCRIBED IN VOLUME 764, PAGE 801, DEED RECORDS, WILLIAMSON COUNTY, TEXAS,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 65.358 ACRE TRACT AND SAID 9 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N88°03'33"E, A DISTANCE OF 36.28 FEET TO AN IRON ROD FOUND, AND
2. N03°57'54"E, A DISTANCE OF 584.28 FEET TO AN IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID 65.358 ACRE TRACT, FOR THE NORTH CORNER OF SAID 9 ACRE TRACT AND BEING IN THE SOUTH BOUNDARY LINE OF A CALLED 107.5 ACRE (FIRST TRACT) TRACT OF LAND CONVEYED TO LARRY EVERETT FOUST AS DESCRIBED IN SAID VOLUME 764, PAGE 801,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 65.358 ACRE TRACT AND SAID 107.5 ACRE TRACT, N65°37'23"E, A DISTANCE OF 1001.84 FEET TO AN IRON ROD FOUND, BEING AN INTERIOR CORNER OF SAID 65.358 ACRE TRACT, AND BEING THE EAST CORNER OF SAID 107.5 ACRE TRACT,

THENCE, OVER AND ACROSS SAID 65.358 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

1. S20°41'41"E, A DISTANCE OF 518.81 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT,
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 137.32 FEET, AND WHOSE CHORD BEARS N60°11'28"E, A DISTANCE OF 137.22 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
3. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.12 FEET, AND WHOSE CHORD BEARS N21°45'57"E, A DISTANCE OF 20.17 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
4. N20°28'43"W, A DISTANCE OF 5.63 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5. N64°13'44"E, A DISTANCE OF 50.21 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6. S20°28'43"E, A DISTANCE OF 1.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT,
7. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.85 FEET, AND WHOSE CHORD BEARS S66°02'12"E, A DISTANCE OF 21.42 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE TO THE RIGHT,
8. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 10.77 FEET, AND WHOSE CHORD BEARS N68°42'17"E, A DISTANCE OF 10.77 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
9. N69°00'16"E, A DISTANCE OF 367.29 FEET TO A CAPPED IRON ROD FOUND, BEING A POINT OF TERMINUS IN THE WEST CORNER OF THE INTERSECTION OF SAID SANTA RITA BOULEVARD,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 65.358 ACRE TRACT AND SAID SANTA RITA BOULEVARD, S20°59'47"E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.578 ACRES OF LAND.

SHEET NO. 2 OF 3

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

PATH-J:\AC3D\5044\SURVEY\PLAT - SANTA RITA SEC 17.dwg

SANTA RITA RANCH SOUTH, SECTION 17
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, MIDDLEBROOK, LTD. OWNER OF THAT CERTAIN CALLED 27.627 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019102590, A CALLED 41.118 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2018073456, A CALLED 15.466 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2018073458, AND A CALLED 68.737 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019016017, ALL SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, WILLIAMSON COUNTY, TEXAS, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 24.578 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH SOUTH SECTION 17"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22 DAY OF April, 2020.

MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: MIDDLEBROOK, GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 22 DAY OF April, 2020 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042893-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE ~~SOLE OWNER AND~~ ACS HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013102996 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVENT DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF April, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernández
MY COMMISSION EXPIRES 6-2-2020

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2020
Notary ID 126285198

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 4/24/2020
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
REGISTERED
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F-3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 23 Apr 2020
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

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

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 5/20/2020
SALLY A. McFERON DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF April, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
PRINTED NAME: Cindy Bridges

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION 811.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ 6/9/2020
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 9th DAY OF June, 2020 A.D., AT 11:20 O'CLOCK, A M., AND DULY RECORDED THIS THE 9th DAY OF June, 2020 A.D., AT 11:35 O'CLOCK, A M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2020060478

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: Brandi Mallory, DEPUTY
Brandi McKenzie

COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Doc# 2020060478

SHEET NO. 3 OF 3

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

PATH-J:\AC3D\5044\SURVEY\PLAT - SANTA RITA SEC 17.dwg

ELECTRONICALLY RECORDED 2020072803
Williamson County, Texas Total Pages: 4

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH SOUTH, SECTION 17

DECLARANT: **SANTA RITA KC, LLC**, a Texas limited liability company

Cross-reference to Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended.

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH SOUTH, SECTION 17

This Notice of Applicability is made and executed by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 22 through 81, Block J, and Lots 2 through 43, Block L, Santa Rita Ranch South, Section 17, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2020060478 in the Official Public Records of Williamson County, Texas (the "**Development Area**"). Pursuant to that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Master Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Master Covenant.

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

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

EXECUTED to be effective as of the 2 day of July, 2020.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2 day of July, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

REGINA SPURLOCK
Notary ID #7770067
My Commission Expires
September 4, 2022

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2020072803

Pages: 4 Fee: $29.00
07/02/2020 04:30 PM

Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2020073083
Williamson County, Texas Total Pages: 40

After Recording Return To:
Robert D. Burton, Esq.
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401 Congress Avenue, Suite 2100
Austin, Texas 78701
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SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION

SANTA RITA RANCH SOUTH

[*SECTION 17*]

Williamson County, Texas

DECLARANT: **SANTA RITA KC, LLC, a Texas limited liability company**

Cross-reference to: (i) Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and (ii) Notice of Applicability for Santa Rita Ranch South, Section 17, recorded as Document No. 2020072803 in the Official Public Records of Williamson County, Texas.

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SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION

SANTA RITA RANCH SOUTH
[SECTION 17]

This Development Area Declaration for Santa Rita Ranch South [*Section 17*] (this "**Development Area Declaration**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. This Development Area Declaration is recorded with respect to Lots 22 through 81, Block J, and Lots 2 through 43, Block L, Santa Rita Ranch South, Section 17, a subdivision located in Williamson County, Texas, according to the map or plat recorded as Document No. 2020060478 in the Official Public Records of Williamson County, Texas, according to the map or plat recorded as Document No. 2020004350 in the Official Public Records of Williamson County, Texas (the "**Development Area**").

B. Pursuant to that certain Notice of Applicability for Santa Rita Ranch South, Section 17, recorded as Document No. 2020072803 in the Official Public Records of Williamson County, Texas, the Development Area is subject to the terms and provisions of that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**").

C. In accordance with its rights under the Master Covenant, Declarant intends for this Development Area Declaration to serve as one of the "Development Area Declarations" permitted under the Master Covenant and desires that the Development Area described and identified in *Recital A* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

A Development Area is a portion of Santa Rita Ranch that is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions that apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii)) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE I
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such term in the Master Covenant. Unless the context otherwise specifies or requires, all other capitalized terms when used in this Development Area Declaration shall have the following meanings:

"**Rainwater Harvesting System**" means one or more rain barrels, tanks, or rainwater harvesting systems used to collect and store rainwater runoff from roofs or downspouts for later reuse.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" or "**Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

ARTICLE II
USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Single Family Use Restrictions. The Development Area shall be used solely for single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of Occupants within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

Notwithstanding any provision in this Development Area Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, the Special Common Area, any Lot, or any portion of the Property owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and the Special Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area and the Special Common Area for the purpose of making, constructing and installing Improvements upon the Common Area and the Special Common Area.

2.02 Rentals. Nothing in this Development Area Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purpose, provided that all rentals must be for a term of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents and obtain written acknowledgement from lessee of the receipt of the same. Notice of any lease, together with email and phone number of any Occupants and such additional information as may be required by the Board, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.03 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(i) inside the garage of the residence constructed; or

(ii) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, e.g. behind a privacy fence or other appropriate screening.

The Santa Rita Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of

the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No racing vehicles or any other vehicles (including, without limitation, motorcycles or motor scooters) that are inoperable or do not have a current license tag may be visible on any Lot or may be parked on any roadway within the Development Area. Motorcycles must be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

2.05 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles may be parked or placed on any street, right of way, Lot or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Santa Rita Reviewer will be permitted.

2.06 Outside Burning. No exterior fires are permitted with the exception of barbecues, outside fireplaces, braziers and incinerator fires that are contained within facilities or receptacles and in areas designated and approved by the Santa Rita Reviewer. No Owner will permit any condition upon its portion of the Development Area that creates a fire hazard or violates Applicable Law.

2.07 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include

non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than four (4) cats and dogs, taken together without prior written consent of the Board. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas, which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet in a timely manner. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.08 Antennas.

2.08.1 Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Santa Rita Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") may be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Santa Rita Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.08.2 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot. Neither the Permitted Antenna nor any of its equipment may encroach upon any street, easement, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Santa Rita Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Santa Rita Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, *e.g.*, DirecTV or Dish satellite dishes, are permitted; HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Santa Rita Reviewer from time to time. Please contact the Santa Rita Reviewer for the current rules regarding installation and placement.

2.09 Signs. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Santa Rita Reviewer, except for:

2.09.1 Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

2.09.2 Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two square feet (2') and is located no more than five feet (5') from the front elevation of the principal residence constructed upon the Lot;

2.09.3 Permits. Permits as may be required by Applicable Law;

2.09.4 Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

2.09.5 Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five square feet (5') on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

2.09.6 Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

2.09.7 No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs that are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.10 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

2.10.1 Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or

university (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Santa Rita Reviewer. Approval by the Santa Rita Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot (**"Freestanding Flagpole"**).

2.10.2 Installation and Display. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which will not be aimed towards or directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole

2.11 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit (as defined herein) or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments that are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

2.12 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area that, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Santa Rita Reviewer and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.13 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted

to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer that are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.14 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Common Area, or any Special Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.14*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

2.15 Rubbish and Debris. As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.16 Permanent on Street Parking. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 2.16* may be subject to towing as permitted by Applicable Law. The Association will have the right to park any type of vehicle owned or used by the Association within the Development Area only upon parking spaces either built by Declarant or approved by the Santa Rita Reviewer in such areas designated for such purpose by Declarant. Notwithstanding the foregoing, the

Association may designate areas for off-street parking within the Development Area for the temporary parking of maintenance and delivery vehicles for any of the following purposes: (i) assisting in a maintenance operation; or (ii) loading or unloading of such vehicles; or (iii) to accommodate special circumstances.

2.17 Maintenance. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.17* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes;

(ii) Lawn mowing and edging;

(iii) Tree and shrub pruning;

(iv) Watering;

(v) Keeping exterior lighting and mechanical facilities in working order;

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive;

(vii) Keeping planting beds free from turfgrass;

(viii) Keeping sidewalks and driveways in good repair;

(ix) Complying with all Applicable Law;

(x) Repainting of Improvements; and

(xi) Repair of exterior damage, and wear and tear to Improvements.

2.18 Party Walls. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**". To the extent not inconsistent with the provisions of this *Section 2.18*, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

2.18.1 Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

2.18.2 Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Santa Rita Reviewer in accordance with *Article 6* of the Master Covenant.

2.18.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Williamson County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

2.18.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always

remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Santa Rita Reviewer.

2.18.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.19 **Water Quality Facilities, Drainage Facilities and Drainage Ponds**. The Property may include one or more water treatment plant, waste water treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Williamson County Municipal Utility District No. 19 (the "MUD") and the City of Liberty Hill in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association or the MUD to periodically maintain such facilities. Each Owner is advised that the water treatment plant, wastewater treatment plant, water quality facilities, sedimentation, drainage and detention facilities, and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water treatment plant, wastewater treatment plant, water quality facilities, sedimentation, drainage and detention facilities, or ponds may result in injury and is a violation of the Documents.

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

2.21 Owner's Obligation to Maintain Street Landscape. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "Association Landscape Area"). If the Association assumes such responsibility as set forth herein, Owner may neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 2.21* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION

ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.22 **Compliance with Documents**. Each Owner, his or her family, Occupants, and the Owner's tenants, guests, invitees, and licensees will comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents will constitute a violation thereof and may result in a fine against the Owner in accordance with *Section 5.13* of the Master Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Santa Rita Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Santa Rita Reviewer may (but neither will be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Documents, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in this Development Area Declaration and/or the Master Covenant for Assessments and may be collected by any means provided in this Development Area Declaration and/or the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.22* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.23 **Insurance Rates**. Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.24 Release. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE SANTA RITA REVIEWER AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

2.25 Decorations and Lighting. Unless otherwise permitted by *Section 2.09.4*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in advance and in writing by the Santa Rita Reviewer. Customary, reasonable, and appropriate seasonal decorations for holidays are permitted without approval by the Santa Rita Reviewer, but may be placed no more than thirty (30) days before the applicable holiday, and shall be removed within ten (10) days after the applicable holiday. The Santa Rita Reviewer shall have authority to determine whether or not an Owner's decorations are customary, reasonable, and appropriate for the Development Area, and to demand the removal of any decorations it deems to not be customary, reasonable, or appropriate. No seasonal decorations may be so excessive as to cause a nuisance to the Owners of other Lots. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot that is visible from any street unless otherwise approved by the Santa Rita Reviewer.

ARTICLE III
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. Unless prosecuted by the Declarant, no Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless placed, maintained, erected or constructed in accordance with Applicable Law and approved in advance and in writing by the Santa Rita Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Santa Rita Reviewer may adopt Design Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to

the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Santa Rita Reviewer as authorized by the Master Covenant.

3.02 Utility Lines. Unless otherwise approved by the Santa Rita Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures, or within easements.

3.03 Garages. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2) automobiles. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Santa Rita Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.04 Fences. No fence may be constructed on the Development Area without the prior written consent of the Santa Rita Reviewer. All fences must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

3.05 Driveways. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines. Each Owner will be responsible, at such Owner's sole cost and expense, for properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintaining and repairing the driveway on such Owner's Lot.

3.06 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Santa Rita Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened with either: (i) structural screening to match the exterior of the residence; or (ii) landscaping.

3.07 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines.

Pursuant to the Design Guidelines each Owner may be required, at such Owner's sole cost and expense, to install and maintain an automatic irrigation system to serve the landscaped areas of the entire yard on their Lot (the **"Yard Landscape Area").** All automatic irrigation systems must comply with Applicable Law. Each Owner shall further ensure that the automatic irrigation system on their Lot does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including tress, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.07* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.08 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Santa Rita Reviewer. All Owners implementing Xeriscaping shall comply with the following:

3.08.1 Application. Approval by the Santa Rita Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Santa Rita Reviewer for Xeriscaping, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

3.08.2 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Santa Rita Reviewer. For purposes of this *Section 3.08.2(i)*, "aesthetically compatible" will mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Santa Rita Reviewer determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owner shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard without advance written approval of the Santa Rita Reviewer.

(iii) The Xeriscaping may not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Santa Rita Reviewer.

3.08.3 Process. The decision of the Santa Rita Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions that govern the review and approval of improvements. A Xeriscaping Application submitted to

install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.08* when considering any such request.

3.08.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Santa Rita Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Santa Rita Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.09 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.10 Concrete Truck Clean-Out Site. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Santa Rita Reviewer (the **"Clean-Out Site")** for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site that is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.10,* Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1- 1/2%) per month) will be assessed against and chargeable

to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.11 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, or after the expiration or termination of the Development Period the Santa Rita Reviewer, in accordance with the procedures and requirements set forth below:

3.11.1 Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Master Covenant.

3.11.2 Approval Process. The Santa Rita Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Master Covenant. The Santa Rita Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.11.3* below **UNLESS** the Santa Rita Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.11.3*, creates a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Santa Rita Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

3.11.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Santa Rita Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar

Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Santa Rita Reviewer. If the Owner desires to contest the alternate location proposed by the Santa Rita Reviewer, the Owner should submit information to the Santa Rita Reviewer, which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.12 Rainwater Harvesting Systems. Rainwater Harvesting Systems may be installed with the advance written approval of the Santa Rita Reviewer.

3.12.1 Application. To obtain the Santa Rita Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

3.12.2 Approval Process. The decision of the Santa Rita Reviewer will be made in accordance with *Article 6* of the Master Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

3.12.3 Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Santa Rita Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

3.12.4 Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Santa Rita Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Santa Rita Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

3.13 Standby Electric Generators. As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the Santa Rita Reviewer.

3.13.1 Application. Approval by the Santa Rita Reviewer is required prior to installing a Generator. To obtain the approval of the Santa Rita Reviewer for a Generator, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application"**). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Generator Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application; or (iii) the compliance of an approved application with Applicable Law.

3.13.2 Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3.13.3 Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

3.13.4 Approval. Each Owner is advised that if the Generator Application is approved by the Santa Rita Reviewer, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the Santa Rita Reviewer may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

3.14 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

3.15 Building Materials. All building materials must be approved in advance by the Santa Rita Reviewer.

3.16 Unfinished Structures. No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced. Construction of the principal or primary residence on a Lot must commence construction no later than two (2) years after the initial conveyance by Declarant to a Homebuilder or other third-party purchaser.

3.17 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between three feet (3') and eight feet (8') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

3.18 Accessory Dwelling Units. Any secondary dwelling structure that may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto **("Accessory Dwelling Units")** shall be allowed on any Lot(s) as approved by the Santa Rita Reviewer. Subject to approval by the Santa Rita Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

3.19 Recreational Courts and Playscapes. No recreational courts, *e.g.*, "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.20 Basketball Goals: Permanent and Portable. Upon prior written approval by the Santa Rita Reviewer, basketball goals may be permanently installed on a Lot and

must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the Santa Rita Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

3.21 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.22 Tanks. The Santa Rita Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Santa Rita Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Santa Rita Reviewer. This provision will not apply to a tank used to operate a standard residential gas grills, nor will it apply to barrels used as part of a Rainwater Harvesting Systems with a capacity of less than fifty (50) gallons, so long as such barrels are actively being used for rainwater collection and storage.

3.23 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.24 Construction Activities. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.24* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.25 Roofing. All roofing material must be approved in advance of construction by the Santa Rita Reviewer. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Santa Rita Reviewer. For the

purpose of this *Section 3.25*, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Development Area; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Documents. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this *Section 3.25*. Any other type of roofing material will be permitted only with the advance written approval of the Santa Rita Reviewer.

ARTICLE IV
DEVELOPMENT

4.01 Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

(i) A reference to this Development Area Declaration, which will include the recordation information thereof;

(ii) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(iii) A legal description of the added land.

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

(i) A reference to this Development Area Declaration, which will include the recordation information thereof;

(ii) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(iii) A legal description of the withdrawn land.

4.03 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Development Area Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its sole and absolute discretion.

ARTICLE V
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution.. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section*

5.01, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty- one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this document, descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Notice of Plat Recordation. Declarant may, at any time and from time to time, file a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Development Area Declaration after portions of the Property are made subject to a Plat. Unless otherwise provide in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 4.02* above), if such portions of the Property were made subject to this Declaration upon Recording. Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

5.04 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday or legal holiday)

after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.05 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

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

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

5.08 Enforcement and No Waiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

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

5.10 Captions. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

5.11 Conflicts. If there is any conflict between the provisions of the Master Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Master Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

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

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

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2 day of July, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

REGINA SPURLOCK
Notary ID #7770067
My Commission Expires
September 4, 2022

_____
Notary Public, State of Texas

ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

MIDDLEBROOK, LTD.,
a Texas limited partnership

By: MIDDLEBROOK GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
James Edward Horne, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2 day of July, 2020, by James Edward Horne, Manager of Middlebrook GP, LLC, a Texas limited liability company, General Partner of Middlebrook, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)

REGINA SPURLOCK
Notary ID #7770067
My Commission Expires
September 4, 2022

_____
Notary Public, State of Texas

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2020073083

Pages: 40 Fee: $173.00
07/06/2020 09:40 AM



Nancy E. Rister, County Clerk
Williamson County, Texas

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SANTA RITA RANCH

DESIGN GUIDELINES

[Santa Rita Ranch South, Section 17]

EXECUTED to be effective the 2 day of July, 2020 by Declarant:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 2 day of July, 2020, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) REGINA SPURLOCK Notary ID #7770067 My Commission Expires September 4, 2022

_____
Notary Public, State of Texas

These Design Guidelines are hereby adopted by Santa Rita KC, LLC, a Texas limited liability company ("Declarant") in accordance with *Section 6.04(b)* of Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Master Covenant"), and may be amended from time to time by Declarant as the Santa Rita Reviewer (as defined in the Master Covenant).

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I. Introduction

Any notice or information required to be submitted to the Santa Rita Reviewer under these Design Guidelines hereunder will be submitted to the Santa Rita Reviewer, c/o Brian Lott, 1700 Cross Creek Lane, Suite 100, Liberty Hill, Texas 78642.

A. Background

Santa Rita is a master planned community located in the Texas Hill Country in Williamson County, Texas ("**Santa Rita**"). Santa Rita includes various subdivisions and phases of development, including Santa Rita Ranch South, Section 17, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2020060478 in the Official Public Records of Williamson County, Texas ("**Section 17**"), that is a part of the subdivision known as "Santa Rita Ranch South" (the "**Community**"). The Community, and the residences within the Community, should be reflective of the natural beauty of the Hill Country. The Community consists of Development Areas that are subject to the terms and provisions of the Santa Rita Amended and Restated Master Covenant, recorded under Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), and a Development Area Declaration for each particular Development Area (the "**Development Area Declaration**"), including Section 17. The Master Covenant and each Development Area Declaration include provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of Santa Rita and the Community.

B. Santa Rita Reviewer and Review Authority

The **Santa Rita Reviewer** consists of members who have been appointed by **Santa Rita KC, LLC**, a Texas limited liability company (the "**Declarant**"). As provided in Article 6 of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of Santa Rita and the Community. As a consequence thereof, the Santa Rita Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the Santa Rita Master Community, Inc. (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Santa Rita and the Community. Section 3.01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.04 of the Master Covenant and Section 3.01 of the Development Area Declaration provides that no Improvements may be constructed without the prior written approval of the Santa Rita Reviewer.

These Design Guidelines will apply only to Lots within Section 17 within the Community that will be used for residential purposes.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Santa Rita, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as the applicable Chisholm Trail Special Utility District (the "**Chisholm Trail SUD**") or the Municipal Utility District No. 19A (the "**MUD**") rules, regulations, fees, permit and inspection requirements. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement that may be applicable to a Lot within Santa Rita. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Santa Rita Reviewer for approval. Furthermore, approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot.

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

III. Interpretation

In the event of any conflict between these Design Guidelines and a Development Area Declaration, the Development Area Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in a Development Area Declaration.

IV. Amendments

During the Development Period, the Declarant, acting alone, may amend these Design Guidelines. Thereafter, the Santa Rita Reviewer may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Williamson County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

V. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in Santa Rita and the Community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. **Responsibility for Compliance**

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

C. **Inspection**

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

D. **Submittals**

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

VI. Architectural and Aesthetic Standards

A. **Plan Repetition**

Plan Repetition for Section 17 shall be as follows:

1 Lot between same floor plan, different elevation
2 Lots between same floor plan and same elevation
Across street and 1 over for same floor plan, different elevation
Across street and 2 over for same floor plan, same elevation

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

For Example:

- *Plan A = floorplan with elevation*
- *Plan B = same floorplan as Plan A with different elevation than Plan A*
- *Plan C = different floorplan as Plan A and Plan B with different elevation than Plan A and Plan B*

Same Side:

Plan A	Plan C	Plan B	Plan A

OR

Plan C	Plan B	Plan A

Plan A

B. **Stone, Trim and Brick Repetition**

Exterior Color Scheme Repetition (stone, brick and trim combination) for Section 17 shall be as follows:

- *Exterior Color Scheme - 2 Lots between same scheme*
- *Exterior Color Scheme - Across street and 2 over for same scheme*

The Santa Rita Reviewer may, in its sole and absolute discretion, deny proposed stone, trim or brick for a particular Lot if substantially similar stone, trim or brick exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Santa Rita Reviewer may adopt additional requirements concerning substantially similar stone, brick and masonry materials and color schemes constructed in proximity to each other.

C. **Siding and Masonry**

All building materials must be approved in advance by the Santa Rita Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

Siding and Masonry for Section 17 shall be as follows:

- *Hill Country themes with stone and siding on front elevations.*
- *Front elevation must have a minimum of twenty-four inch (24") tall stone wainscot however, a minimal number of residences with no stone will be permissible subject to the following:*
    - *Residences without stone on their front elevation cannot be built adjacent to each other.*
    - *No more than twenty-five percent (25%) of the residences can be constructed without an amount of stone on the front elevation comparable to other residences within Section 17.*
- *Stone on a front elevation must wrap around the corner and extend four feet (4') on each side elevation (plans with siding on sides).*

- *Siding can be a combination of board and batten, horizontal lap and shaker siding. Horizontal lap cannot compose more than forty-nine percent (49%) of siding on front elevation.*

- *Brick as an accent around windows and as trim is not permitted.*

Exceptions:

- Main Arterials. Along Terra Del Sol Parkway or other main arterials: (i) back facing residences must have one hundred percent (100%) masonry (stone or brick) along the back of the residence on the first story; (ii) elevated features are required along the second story, e.g. shutters, pop out windows, etc; and (iii) side facing residences must consist of one hundred percent (100%) stone or continue front elevation elements nearest that side, but shall not be less than seventy-five percent (75%) stone. As set forth under *Article* 6 of the Master Covenant, the Santa Rita Reviewer reserves the right to review and approve the rear elevation of all two-story plans built on Lots backing to Terra Del Sol Parkway or other main arterials.

- Corner Lots. On all corner Lots, the side facing the street must consist of one hundred percent (100%) stone or continue front elevation elements nearest that side, but shall not be less than seventy-five percent (75%) stone.

- Cementitious Materials and Stucco. Cementitious materials are not considered masonry; however, in areas where it is not structurally feasible to support brick or stone or where siding is otherwise approved by the Santa Rita Reviewer, then such siding must be "fiber cementitious." The Santa Rita Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.

- Masonry Calculation. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry and shall be deducted from the calculation of the minimum percentage of masonry requirement.

- Exposed Foundations. Exposed portions of the foundation where stone is the façade on any sides of the residence visible from the street must be concealed by extending the exterior stone to within at least twenty-four inches (24") of the finished grade. Remaining exposed slab area must be underpinned.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Santa Rita Reviewer.

- Prohibited Elements:

    - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
    - Mirrored glass.
    - No vivid/bright colors.
    - Gray brick.
    - Brick accents in stone.

D. **Square Footage**

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

- Minimum Square Footage Requirements. In no event, however, shall any single family residence contain a total square footage of less than one thousand two hundred (1,200) square feet.

E. **Temporary/Accessory Structures**

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guest houses are permitted if approved in advance by the Santa Rita Reviewer.

- Permitted Structures. Such accessory structures must be: (i) constructed of the same materials, same colors and with the same quality of construction as the primary residential structure, including the roof (as determined by the Santa Rita Reviewer); and (ii) no larger than 8' x 8' x 8', unless otherwise approved.

- Square Footage Calculations. Permitted accessory structures do not count toward the minimum square footage requirements of these Design Guidelines.

F. **Building Height**

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Santa Rita Reviewer prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Santa Rita Reviewer, no building or residential structure may exceed thirty-six feet (36') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

- Eaves. In addition, the height of any eave on any structure may not exceed thirty-five feet (35') above the natural grade (as measured from the center point of the residence finished floor elevation) at any point on the exterior wall of the residence.

- Views. **Views are neither guaranteed, preserved nor protected within Santa Rita.**

G. **Roofs and Chimneys**

The pitch, color and composition of all roof materials must be approved in writing by the Santa Rita Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as

unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Santa Rita Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the residence with a pitch of no less than 5:12 and no more than 10:12, unless otherwise approved in advance by the Santa Rita Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Santa Rita Reviewer.

- Accepted Roof Materials: Roofing materials shall be limited to approved earthen colored non-reflective metal, clay, tile or three-dimensional composition shingles with a rating of thirty (30) years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Santa Rita Reviewer. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

- The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the Community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the residence and shall be fiber cement siding or masonry (stone or brick) matching with the same permitted colors and materials as permitted on the body of the residence.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Santa Rita Reviewer.

- Prohibited Elements:

    - Excessively pitched roofs.
    - Mansard, gambrel or chalet roofs.
    - Flat roofs (less than 3:12).
    - Non-dimensional or three tab composition shingles.
    - Roofs that are too steep or too shallow for the style of the residence.
    - Shed roofs except as incidental to the main roof.
    - Glossy metal and/or reflective materials or bright colors.
    - Natural or silver Galvalume.
    - Roof vents on the front plane of the residence.

- o Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
- o White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12') and the maximum width of a driveway path is eighteen feet (18') within five feet (5') from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than thirty feet (30') wide.

- Setbacks. All driveways must be at least one foot (1') from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two and one-half feet (2 ½') from adjacent Lot lines.

- Finishes. All driveways shall be surfaced with brushed concrete. Asphalt driveways are prohibited.

- Features. Drives shall intersect the street at as close to ninety (90) degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Santa Rita Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Santa Rita Reviewer.

- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Santa Rita Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall Community sidewalk or trail system are "**Pedestrian Sidewalks.**" Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.

- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the residence is called the "**Lead Walk.**" Lead Walks may be surfaced with brushed concrete or exposed aggregate or other surfaces as may be approved by the Santa Rita Reviewer.

- Compliance. All Pedestrian Sidewalks must comply with designated widths of four feet (4') on neighborhood streets and six feet (6') on collector streets, and must comply with all Applicable Law.

J. Garages

All garages shall be approved in advance of construction by the Santa Rita Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. Unless approved in writing by the Santa Rita Reviewer, no more than three (3) garage doors may be contiguous to one another and, in those circumstances, there must be a two foot (2') offset on at least one of the three bays.

- Features. Interior walls of all garages must be finished with sheetrock and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers.

- Prohibited Elements:

    - Carports.
    - Open (not enclosed) automobile storage.

K. Exterior Lighting

Exterior lighting must be approved in advance by the Santa Rita Reviewer.

- Brightness. All exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. A variety of Dark Sky fixtures are encouraged for Community lighting such as streetlights, amenity areas, trail systems, etc., and downlighting is required where all lighting must be angled toward the ground and screened so that its source cannot be seen from above. These requirements shall not apply to areas such as sports fields, pool areas, etc. where this requirement is impractical. Further, all exterior lighting on the front elevation of residential lots shall have dusk to dawn sensors that must be maintained in good working condition at all times and no exterior light whose direct source is visible from a street or neighboring property or that produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior mounted lamp housings must shield lamp (maximum seventy-five (75) watts) from view and direct light. Housing must be at least eight inches (8") long, extend at least three inches (3") beyond lamp and have a maximum angle from the wall of the structure of thirty (30) degrees. Decorative or lantern fixtures shall have a maximum of sixty (60) watts per fixture.

- Number. The number of exterior light fixture for the residence and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a nighttime inspection and written approval may be required prior to final installation.

- Prohibited Elements:

  - o White or color corrected high intensity lamps and exterior lights (except holiday lighting that may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
  - o Sodium, mercury vapor, or bare HID yard lights.

L. Setbacks

- Rear Setbacks. Without written approval from the Santa Rita Reviewer, no Improvements shall be constructed within a ten foot (10') rear setback area that is measured from the rear boundary line of each Lot; provided, however, such prohibition shall not apply to the maintenance or repair of any existing walls or fencing within such setback area.

M. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided for Section 17 for mail pick-up and delivery.

N. Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

O. Satellite Dishes

The requirements for the installation of Satellite Dishes are set forth in the Development Area Declaration.

P. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a landscape or structural screening element installed or constructed of materials approved by the Santa Rita Reviewer.

Q. Signage

The signage requirements are set forth in the Development Area Declaration.

R. Aesthetic Appeal

The Santa Rita Reviewer may disapprove the construction or design of a residence on purely aesthetic grounds. Any prior decisions of the Santa Rita Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Santa Rita Reviewer feels that the repetition of such actions would have any adverse effect on Santa Rita and/or the Community.

VII. Landscape Guidelines

A. Landscape

All landscapes and landscaping must meet the guidelines set forth herein, including the Chisholm Trail Special Utility District Landscaping Plans attached hereto as Attachment 1. An approved list of plants and turf is set forth on Attachment 2. For additional design ideas, visit the Chisholm Trail SUD Landscape Laboratory in Florence or the Lady Bird Johnson Wildflower Center in Austin.

- Plans. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to landscaping plans without submission to the Santa Rita Reviewer for approval. Otherwise, plans otherwise in compliance with these guidelines shall be deemed approved without submission of Lot-specific landscape plans. Landscape installation must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the residence and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses that are commonly used in Central Texas for landscaping purposes as set forth on the approved list of plants. Emphasis is placed on utilizing native plants that are drought tolerant as well as deer resistant. Landscaping on each Lot must include the installation of at least one (1) three inch (3") caliper tree. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new residences must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Santa Rita Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Santa Rita Reviewer. Sculptures and fountains are subject to approval by the Santa Rita Reviewer.

- Reservation of Future Approvals. The Santa Rita Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Prohibited Elements.

    - Rock or crushed rock as a ground cover (unless approved in advance by the Santa Rita Reviewer).
    - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the Community and the environment of Santa Rita.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the lot that is allowed for construction of improvements as defined by the setbacks of the lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers. In the area outside the Building Envelope, a Specimen Tree that is twelve inches (12") or larger in diameter measured twenty-four inches (24") off the ground must be flagged and approved in writing by the Santa Rita Reviewer prior to removal. Within the Building Envelope, a Homebuilder shall have the right to remove any Specimen Tree less than eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground. Within the Building Envelope, a Specimen Tree greater than or equal to eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground shall require prior written approval from the Santa Rita Reviewer before removal.

- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

    - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
    - Oak tree pruning is discouraged from February 1st to June 15th.
    - Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
    - All firewood shall be covered.

C. Irrigation

The Santa Rita Reviewer must approve all irrigation systems prior to installation.

- Yard Requirements. Yard irrigation systems are not required; however, if installed, the system must be installed in such a manner as to require a five foot (5') perimeter encircling the residence constructed on a Lot. All irrigation systems, if installed, must be installed and maintained by a Texas Commission on Environmental Quality ("TCEQ") licensed irrigator.

- Features. Backflow prevention devices are required and must be installed and maintained in accordance with TCEQ regulations. The use of drip irrigation is encouraged. Irrigation sprinkler systems must uses heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements. Rain sensors are required on all irrigation systems.

- Inspections. Yearly inspections by a licensed TCEQ Backflow Prevention Assembly Tester must be performed on all backflow prevention devices.

- Drought Management Plans. Drought management plans may be implemented, as necessary, by Santa Rita, the MUD, the Chisholm Trail SUD or other governmental authority.

- Chisholm Trail SUD Water Conservation Requirements. The Chisholm Trail SUD requires certain additional water conservation restrictions that are applicable to and govern water conservation practices within the Community. These restrictions are listed on Attachment 1.

D. **Rainwater Harvesting Systems**

The requirements for the installation of Rainwater Harvesting Devices are set forth in the applicable Development Area Declaration, subject to the following limitations: (i) only two (2) fifty-five (55) gallon tanks shall be permitted which must be two feet (2') in diameter and four feet (4') in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

E. **Landscape Inspection**

The Santa Rita Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

F. **Drainage**

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Santa Rita Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

G. **Fencing and Walls**

The materials, height, location and construction of all fences must be approved in advance by the Santa Rita Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the Lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Santa Rita Reviewer.

- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Santa Rita Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.

- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Santa Rita Reviewer, all lots backing up to a greenbelt must utilize powder coated steel or ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt.

- Construction. All fencing shall be constructed using one inch by four inch (1" x 4") vertical pickets and be approved in advance by the Santa Rita Reviewer. On all corner Lots, fences shall be capped. On any Lots backing up to Terra Del Sol Parkway, stone, masonry or concrete fencing shall be installed by the Declarant.

- Setbacks. Any side yard fence at the point where it connects to the residence must be setback a minimum of fifteen feet (15') from the front corner of the residence and a minimum of ten feet (10') from the back corner of the residence. All side yard fences must be installed so that they are perpendicular to the residence unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. Any part of the wood fencing that is visible from any street must be stained and shall be routinely re-stained (no less than every four years) in the approved stain color by the Santa Rita Reviewer. Either the Santa Rita Reviewer, the Association or both shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant.

- Prohibited Elements:

    - Shadowbox or "Pallet" type fencing.
    - Fencing of front yards.
    - Solid walls enclosing an entire site.

H. Pools, Spas and Hot Tubs

The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Santa Rita Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three feet (3') of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Santa Rita Reviewer.

- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Santa Rita Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement. A swimming pool, spa or hot tub drain with a backwash filtering system may not be discharged into the sanitary sewer without the advance written approval of the MUD operator. Additional connection and/or service and permit fees may be required to be paid to the MUD.

- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the residence).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Santa Rita Reviewer in the case of greenbelts/open spaces.

I. **Playscapes, Trampolines and Sport Courts**

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Santa Rita Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

- Prohibited Elements.

    - Direct or indirect lighting of the playscape, trampoline or sport court.
    - Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.
    - Tennis courts.

VIII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Santa Rita. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the Santa Rita Reviewer may

take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Santa Rita Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

    - Sediment Removal. Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, a representative of the Santa Rita Reviewer must be contacted prior to the removal.

B. Security

Neither the Santa Rita Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Williamson County Sheriff's Department and then notify the Santa Rita Reviewer.

C. Construction Hours

Unless a written waiver is obtained from the Santa Rita Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.

- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of all music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under sixteen (16) years of age to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

The Santa Rita Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Santa Rita Reviewer as additional insureds in an amount to be determined, from time to time, by the Santa Rita Reviewer.

G. Site Cleanliness

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

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a residence is being constructed next to an existing occupied residence.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Santa Rita Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Santa Rita Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. **The dumping, burying or burning of trash is not permitted anywhere in Santa Rita or the Community**.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within Santa Rita or the Community.

J. Schedule of Construction Fines

Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Policy Manual (as defined in the Master Covenant).

K. Model Homes

Declarant may decide to create and allow certain Lots and areas within Section 17 to be used for the non-residential purpose of creating sales offices and model homes ("**Model Homes**"), to permit Homebuilders an opportunity to showcase their Model Homes to potential purchasers as well as maintain a sales office within Section 17. Declarant's goal is to contain the Model Homes to certain areas of Section 17 to maintain continuity and minimize disruption to the Community. However, the Model Homes are not constructed to conform to the requirements of the Documents and/or these Design Guidelines, and may require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways; **PROVIDED HOWEVER THAT NO MODEL HOME MAY BE CONVEYED TO AN OWNER WITHOUT COMPLYING WITH ALL RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THESE DESIGN GUIDELINES.**

Once a Model Home is no longer intended to be used for such non-residential purpose, any improvements or alterations to such Model Home to bring it into conformance with residential uses MUST BE APPROVED by the Santa Rita Reviewer in writing prior to the commencement of such improvements or alterations.

In an effort to maintain continuity and minimize disruption to the Community, the Santa Rita Reviewer DOES NOT INTEND TO APPROVE any plans for improvements or alterations to any Model Home until the earlier of the following to occur (i) the termination of the Development Period; or (ii) the Homebuilder seeking to improve or alter their Model Home has conveyed at least seventy-five per cent (75%) of the Lots owned by such Homebuilder to Owners other than another Homebuilder or Declarant. Notwithstanding the above, the Santa Rita Reviewer is not prohibited from approving any such requests.

IX. Plan Review Process

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of the Santa Rita Reviewer before any such construction or installation activity is commenced. The Santa Rita Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Santa Rita Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple residences that will be allowed to be built by each Homebuilder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific residence on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with the residence siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular residence.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 3 must be submitted to the Santa Rita Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Santa Rita Reviewer.

B. Timing

The Santa Rita Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1

CHISHOLM TRAIL S.U.D. WATER CONSERVATION REQUIREMENTS

Chisholm Trail Special Utility District

Xeriscape

Xeriscape means "water and energy conservation through creative landscaping." "Xeros" is Greek and comes from the word "dry".

Esperanza
(No Common Name)

Tel: (254) 793-3103

Knockout Rose

Texas Mountain Laurel

Red Rose

Chisholm Trail Special Utility District

P.O. Box 249
951 FM 970
Florence, TX 76527
Phone: (254) 793-3103
Fax: (254) 793-3100
www.ctsud.org

Xeriscape Benefits

Attractive Landscapes

- Xeriscape gardens are not only rock and cacti.
- They can provide you color all year, like an excellent environment for wildlife.
- They have an attractive, conventional look.
- Save you money, water, and work.

Less Maintenance

- Xeriscape gardens, because they are efficient in the conservation of water and energy, require less maintenance and need less fertilizer and chemicals than a traditional garden.
- Xeriscape plants save you money, water, and work.

Energy Conservation

- The costs of heating and air conditioning can be reduced considerably with proper orientation of the house and with a strategic location of the plants that block the wind and the Sun.
- Xeriscape gardens save you money, water, and work.

Pest Tolerant

- Most xeriscape plants are highly tolerant to diseases and are also resistant to most harmful insects.
- Xeriscape plants save you money, water, and work.

Drought Resistant

- Once established, xeriscape plants can survive with minimum water and become highly tolerant to droughts.
- Xeriscape plants save you money, water, and work.

RECORDERS MEMORANDUM
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Xeriscape Principles

1) Planning and Design (The first and most important step)

- Consider the place where you will make the garden, existing vegetation, topography, and plant distribution according to the water requirements.
- Planning allows you to build your garden in stages, when time and money permits.
- Garden planting can be done by yourself or by a professional gardener.

2) Improving the Soil

- Soil can vary from one site to another, even on the same land. A garden soil analysis can provide valuable information to assist with plant selection and necessary fertilizers.
- Proper use of additives, such as nutrients, and organic materials improves drainage, penetration of moisture and soil, and water retention, therefore, allowing healthy plant growth

Red Yucca

3) Appropriate Plant Selection

- The selection should be based on the ability of plants adapted to the chosen ground, color, texture, and final size of the plant.
- The plants must be distributed to obtain the desired aesthetic effect and should be grouped according to the respective needs of water.

4) Practical Lawn Areas

- The type and location of the grass must be the same way as with other plants.
- The grass must be treated as another garden element and be located where it can irrigate separately.

5) Efficient Irrigation

- Water plants only when they need it, deep water to stimulate root growth and to make plant growth healthier and more resistant to drought.
- Do not water on real hot or windy days.
- If you install an irrigation system, make sure the design is desirable and handle it in such a way that it would reduce the waste of water.

6) Mulch Use

- Mulch, when applied and maintained at depth in the gardens can help soil retain moisture, reduce the growth of weeds, and prevent erosion.
- Mulch can be used in places where conditions are not suitable for the growth of good grass and other vegetation.
- Mulch is typically made up of pieces of wood, sawdust, pine needles, nut rinds, small stones and leaves or garden waste.

7) Proper Maintenance

- Do not cut grass less than 1/3 of original grass height.
- Fertilize with moderation, remove weeds, and fan the garden regularly.
- Build small barriers to retain water around large plants and trees.
- A xeriscape type garden is healthier and uses a minimum amount of water, fertilizer, pesticides and other chemicals needed to keep the plants healthy.

RECORDERS MEMORANDUM
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Water Conservation Measures
Chisholm Trail S.U.D.

A. Landscape irrigation systems shall not be mandatory.

B. The use of subsurface drip irrigation is encouraged but not required.

C. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 10,000 square foot maximum in aggregate including irrigated yard/lawn beds and planter beds. The foundation footprint may include both the house and the garage, but not the driveway or patio.

D. Irrigated turf and/or ornamental common areas at subdivision entryways and street intersections shall follow the requirements outlined below:
   1. Irrigated subdivision entryway landscaping shall not exceed 6,000 square feet, with a limit of two (2) irrigated entranceways per subdivision.
   2. Irrigated landscaping areas at intersections within the subdivision shall not exceed 1,000 square feet each, with a maximum of one irrigated street intersection per 200 subdivision lots.

E. No more than fifty percent of the landscape should be planted in turf. Builders and owners are encouraged to use St. Augustine turf only in shaded areas. Builders and owners will reuse native soils whenever possible.

F. Shrubs and flowers should be selected from native and adapted plant list approved by the Chisholm Trail S.U.D. or Williamson County.

G. All irrigated and newly planted turf areas and planter beds shall have a minimum soil depth of 6 inches, and 12 inches, respectively. Builders and owners will import soil, if needed, to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

H. Topsoil that is added to the site shall be incorporated in a 2 to 3 inch scarified transition layer to improve drainage.

I. Landscape irrigation systems, if installed, shall be required to include the following water conservation features:
   1. Rain and soil moisture sensors –
      a. Soil moisture sensors shall be installed at the following locations:
         For lawn/grass areas - one soil moisture sensor, located within the grass-root zone, shall be installed for each 5,000 square feet, or part thereof, of grass landscape area

         For planter beds - one soil moisture sensor, located within the ornamental plant root zone, shall be installed for each 1,000 square feet, or part thereof, of planter bed area.

b. Automatic irrigation systems shall not operate within 3-calendar days following a 0.5-inch or greater rainfall event, as measured by one (1) or more sensor located within the boundary of the irrigation system; and

c. Automatic irrigation systems shall not operate if soil moisture content within the root zone is 50-percent or greater, as measured by one (1) or more sensor located within the boundary of the irrigation system.

2. Backflow prevention device shall be installed in accordance with applicable Chisholm Trail S.U.D. rules and regulations and state laws.

3. Pressure reducing valve and/or remote control valves shall be installed for each automatic sprinkler system which receives ambient system supply side pressure of greater than 80 psi. Automatic sprinkler systems shall not operate at point of application pressure of greater than 80 psi.

4. Zoning of irrigation system shall be based on plant water requirements.

5. Irrigation systems shall not overspray onto hardscapes, driveways, sidewalks, and/or streets.

6. Low flow (i.e., less than 0.5 gpm per head) irrigation application systems shall be installed in areas less than 10 feet wide, such as median strips, and parking islands.

J. Contractors installing irrigation systems must provide system design plans to the homeowner/property owner. Irrigation scheduling/water cycles shall be posted in or near the irrigation controller box. This schedule must be made available to Chisholm Trail S.U.D. for review, upon request.

K. Irrigation systems installed in public/common areas shall be monitored once a month by the owner of such systems. Any required repairs or system adjustments shall be made within 3-calendar days of noting the need for system repairs or adjustments.

L. Irrigation of common areas shall occur only between the hours of 7:00 P.M. and 10:00 A.M., unless otherwise restricted or curtailed by Chisholm Trail S.U.D. water conservation and drought restrictions. There shall be NO WATERING between the hours of 10:00 AM and 7:00 P.M. unless irrigation of reclaimed water during the day is necessary to meet regulatory requirements.

ATTACHMENT 2

APPROVED PLANT LIST

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in the Community. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Santa Rita Reviewer.

Canopy Trees		
Scientific Name:	Common Name:	
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoinensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassiflolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing
Ornamental Trees		
Scientific Name:	Common Name:	Comments
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crategus reverchonii	Reverehon Hawthorn	

Crategus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koelreuteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorosis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun
Shrubs		
Scientific Name:	Common Name:	Comments:
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasylirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendeus	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade

Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR
Groundcovers		
Scientific Name:	Common Name:	Comments:
Achillea millefolium	Yarrow	full sun/shade/DR
Adiantum capillus-veneris	Maidenhair Fern	moist areas/shade
Ajuga reptans	Ajuga	shade/DR
Aquilegia canadensis	Columbine	shade
Cyrtomium falcatum	Holly Fern	shade/moist/DR
Dryopteris spp.	Wood Fern	shade/moist/DR
Hedera helix	English Ivy	shade
Juniperus conferta "Blue Pacific"	Shore Juniper	sun/DR
Liriope muscari	Liripoe	sun/shade
Lonicera sempervirens	Coral Honeysuckle	sun/shade
Mahonia repens	Creeing Mahonia	shade
Nolina texana	Bear grass	sun/DR
Ophiopogon japonicus	Monkey Grass	shade/DR
Pavonia lasiopetala	Pavonia	sun
Phlox drummondii	Drummond's phlox	sun
Phlox subulata	Thrift	sun
Poliomentha longiflora	Mexican Oregano	sun/DR
Rosmarinus officinalis "prostratus"	Trailing Rosemary	sun/DR
Salvia farinacea	Mealy Sage	sun/DR
Salvia greggii	Cherry Sage	sun/DR

Salvia romeriana	Cedar Sage	sun/DR
Santolina chamaecyparissus	Gray Santolina	sun/drought/
Santolina virens	Green Santolina	sun/drought tolerant
Tradescantia spp.	Spiderwort	shade
Verbena bipinnatifida	Prairie Verbena	sun/DR
Verbena elegans "asperata"	Hardy Verbena	sun/DR
Vinca major	Bigleaf Periwinkle	dry shade
Yucca rupicola	Twisted-leaf Yucca	sun/drought/DR

Grasses		
Scientific Name:	Common Name:	Comments:
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	
Vines		
Scientific Name:	Common Name:	Comments
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate

Parthenocissus quinquefola	Virginia Creeper	shade
Annuals		
Winter/Spring:	Spring/Summer:	Summer/Fall
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus
Tulip (bulb)		Impatiens
Ornamental Pepper		Marigold
Dianthus		Periwinkle
		Phlox
		Portulaca
		Purslane
Legend For Approved Plant List:		
Full sun/sun	sun-loving plant	
Shade	shade-loving plant	
Moist	moist-loving plant	
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand droughts	
Fall color	fall leaf color	
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available	
Ornamental	showy plant	
NOTE: The following plants/shrubs/trees are prohibited		
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant

		which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

ATTACHMENT 3

SANTA RITA
FINAL PLAN APPLICATION

Deliver to:
Santa Rita Reviewer c/o _____ Phone: ( ) _____-_____
_____, Texas_____ Fax: ( ) _____-_____

Date:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Bedrooms:_____ Baths:_____
Address:_____

Standard Plans Attached: (Please Circle) Yes/Previously Submitted
If yes, please indicate if the plans include elevations for multiple residences being requested. Indicate any requested alterations or changes to the plans:
_____.
Site Plan Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate whether plans include the following:

- ☐ 1"=20' or larger scale, as appropriate to the acreage
- ☐ Site dimensions
- ☐ Existing Contours
- ☐ Calculation of Masonry Percentage
- ☐ Masonry Description, sample and color
- ☐ Roof Material and Pitch
- ☐ Color palette (trim, doors, garage, etc.)
- ☐ Square Footage of all enclosed improvements
- ☐ Property lines
- ☐ Chemical toilet location
- ☐ Trees to Remain
- ☐ Trees to be removed
- ☐ Silt fence location
- ☐ Sidewalk location
- ☐ Building setbacks
- ☐ Building location labeled with floorplan reference and noting any proposed revisions to previously approved plans or elevations
- ☐ Proposed finished floor elevation
- ☐ Easements
- ☐ Utility connections at the street and residence with proposed trench locations
- ☐ North arrow
- ☐ Driveway and sidewalk locations and materials
- ☐ Proposed perimeter fence and retaining wall locations including material and height
- ☐ Any anticipated accessory development such as pools, cabanas, guesthouse

1st Floor Masonry %_____ 2nd Floor Masonry %_____
Chimney: (Please Circle) Yes/No_____Masonry_____Fiber Cement
Fencing Type: _____
Stone Type and Color:_____
Brick Manufacturer and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____Year dimensional shingle
Paint Color:_____

Fill in the information if different from color above:
Trim Color:_____ Door Color:_____
Shutters Color:_____ Garage Color:_____
Square Footage of Residence:_____

Landscape Diagram Attached: (Please Circle) Yes/Previously Submitted
Front Retaining Wall: (Please Circle) Yes/No **Deck**: Yes/No **Patio**: _____ square feet

If yes, please indicate whether plans include the following:

- ☐ Property Lines with dimensions
- ☐ Utility boxes and screening
- ☐ Drives, parking areas and walks
- ☐ Residence and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location and materials
- ☐ Proposed landscape lighting (if any)

Planting Materials:
Trees:_____ Bushes:_____
Shrubs:_____ Grass:_____
Additional landscape improvements that may be specific to the particular residence: _____
_____

Comments:_____

Homebuilder Name:_____
By:_____

APPROVED BY:
Santa Rita Reviewer:_____(signature)
Approval Date:_____

ELECTRONICALLY RECORDED
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2020073084

Pages: 35 Fee: $161.00
07/06/2020 09:40 AM



Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2021175056
Williamson County, Texas Total Pages: 10

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH, PHASE 3, SECTION 2

DECLARANT: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to (i) Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; (ii) Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended; and (iii) Santa Rita Ranch Design Guidelines [Santa Rita Ranch, Phase 3], recorded as Document No. 2021173096 in the Official Public Records of Williamson County, Texas, as amended from time to time.

SANTA RITA RANCH

NOTICE OF APPLICABILITY
SANTA RITA RANCH, PHASE 3, SECTION 2

This Notice of Applicability is made and executed by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is filed with respect to Lots 2 through 52, Block A; Lots 46 through 56, Block B; Lots 6 through 24, Block C; Lots 1 through 30, Block D; Lots 35 through 62, Block F; Lots 1 through 17, Block K; and Lots 10 through 18, Block L, Santa Rita Ranch, Phase 3, Section 2, a subdivision located in Williamson County, Texas according to the map or plat recorded as Document No. 2021149800 in the Official Public Records of Williamson County, Texas (the "**Development Area**"). Pursuant to that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Covenant and that certain Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the filing of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of a Development Area Declaration. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Applicability of Design Guidelines**. This Notice is also filed in connection with those certain Santa Rita Ranch Design Guidelines [Santa Rita Ranch, Phase 3], recorded as Document No. 2021173096 in the Official Public Records of Williamson County, Texas, as amended from time to time (the "**Design Guidelines**"). Pursuant to the Design Guidelines, Declarant served notice that the Design Guidelines apply to the Development Area.

4. **Supplemental Design Guidelines**. As set forth in *Section 6.04(b)* of the Covenant, Declarant as the Santa Rita Reviewer may adopt, amend, modify or supplement the Design Guidelines. Declarant hereby supplements certain restrictions set forth in the Design Guidelines which supplements only apply to the Development Area and which supplements are more

particularly described on Exhibit "A" attached hereto and incorporated herewith. Unless amended or modified in this Paragraph 4, all terms and provisions of the Design Guidelines apply to the Development Area.

5. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Covenant.

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

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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 9th day of November, 2021.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 9th day of November, 2021, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

EXHIBIT "A"

Supplemental Design Guidelines

Only Applicable to Development Area – Santa Rita Ranch, Phase 3, Section 2

[See Attached.]

SANTA RITA RANCH

SUPPLEMENTAL DESIGN GUIDELINES
[SANTA RITA RANCH, PHASE 3, SECTION 2]

I. INTRODUCTION

Applicability

Section 6.04(b) of the Covenant provides that the Declarant or the Santa Rita Reviewer may adopt Design Guidelines to govern the standards for design, construction of Improvements, landscaping, and the placement of exterior items within Santa Rita Ranch which may consist of multiple written design guidelines applying to all or specific portions of the Development.

Declarant has adopted that certain Santa Rita Ranch Design Guidelines [Santa Rita Ranch, Phase 3], recorded as Document No. 2021173096 in the Official Public Records of Williamson County, Texas, as amended from time to time (the **"Design Guidelines"**). These Santa Rita Ranch Supplemental Design Guidelines [Santa Rita Ranch, Phase 3, Section 2] (the "**Supplemental Design Guidelines**") are a supplement to the Design Guidelines. In the event of a conflict between the terms and provisions of these Supplemental Design Guidelines and the Design Guidelines, the terms and provisions of these Supplemental Design Guidelines will control.

These Supplemental Design Guidelines apply to Lots 2 through 52, Block A; Lots 46 through 56, Block B; Lots 6 through 24, Block C; Lots 1 through 30, Block D; Lots 35 through 62, Block F; Lots 1 through 17, Block K; and Lots 10 through 18, Block L, Santa Rita Ranch, Phase 3, Section 2, a subdivision located in Williamson County, Texas according to the map or plat recorded as Document No. 2021149800 in the Official Public Records of Williamson County, Texas.

Any capitalized terms used but not defined in these Supplemental Design Guidelines shall have the meaning subscribed to such terms in the Covenant.

II. SUPPLEMENTAL DESIGN GUIDELINES FOR 40' LOTS

The following Supplemental Design Guidelines shall only be applicable to Lots 2 through 18, Block A; Lots 46 through 56, Block B; Lots 22 through 24, Block C; and Lots 10 through 18, Block D, Santa Rita Ranch, Phase 3, Section 2 (the **"40' Lots"**):

A. Plan Repetition

40' Lots:

1 Lot between same floor plan, different elevation
3 Lots between same floor plan and same elevation
Across street and 1 over for same floor plan, different elevation
Across street and 3 over for same floor plan, same elevation

The following Lots will be required to have a one-story home built on the Lot: Lot 2, Block A, and Lot 56, Block B, Santa Rita Ranch, Phase 3, Section 2.

The following Lots will be required to have no more than two (2) two-story homes built in a row: Lots 3 through 9, Block A, Santa Rita Ranch, Phase 3, Section 2.

B. Siding and Masonry

40' Lots:

- *Masonry will be required on the front elevation and on the first floor of each side elevation.*
- *Masonry shall consist of brick, stone and stucco.*

C. Square Footage

- Minimum and Maximum Square Footage Requirements.
  - *40' Lots:*

One Story Residences	*1,400 minimum square feet to 1,999 maximum square feet*
Two Story Residences	*1,800 minimum square feet to 2,699 maximum square feet*

One-story homes include a single story home with bonus room up.

Each Homebuilder may exceed the maximum square footage requirements on twenty percent (20%) of the 40' Lots by an amount up to ten percent (10%) of the maximum. In no event shall more than twenty percent (20%) of the 40' Lots exceed the maximum square footage limits.

III. SUPPLEMENTAL DESIGN GUIDELINES FOR 50' LOTS

The following Supplemental Design Guidelines shall only be applicable to Lots 19 through 52, Block A; Lots 6 through 21, Block C; and Lots 1 through 9 and Lots 19 through 30, Block D, Santa Rita Ranch, Phase 3 Section 2 (the "**50' Lots**"):

A. Plan Repetition

50' Lots:

2 Lots between same floor plan, different elevation
4 Lots between same floor plan and same elevation
Across street and 2 over for same floor plan, different elevation
Across street and 4 over for same floor plan, same elevation

B. Siding and Masonry

50' Lots:

- *Masonry will be required on the front elevation and on the first floor of each side elevation.*
- *Masonry shall consist of brick, stone and stucco.*

C. Square Footage

- Minimum and Maximum Square Footage Requirements.
  - *50' Lots:*

One Story Residences	*1,700 minimum square feet to 2,699 maximum square feet*
Two Story Residences	*2,100 minimum square feet to 2,999 maximum square feet*

One-story homes include a single story home with bonus room up.

Each Homebuilder may exceed the maximum square footage requirements on twenty percent (20%) of the 50' Lots by an amount up to ten percent (10%) of the maximum. In no event shall more than twenty percent (20%) of the 50' Lots exceed the maximum square footage limits.

IV. SUPPLEMENTAL DESIGN GUIDELINES FOR 60' LOTS

The following Supplemental Design Guidelines shall only be applicable to for Lots 35 through 41, Block F; Lots 1 through 17, Block K; and Lots 10 through 18, Block L, Santa Rita Ranch, Phase 3 Section 2 (the "**60' Lots**"):

A. Plan Repetition

60' Lots:

2 Lots between same floor plan, different elevation
4 Lots between same floor plan and same elevation
Across street and 2 over for same floor plan, different elevation
Across street and 4 over for same floor plan, same elevation

B. Siding and Masonry

60' Lots:

- *Masonry will be required on the front elevation, on the first floor of each side elevation and on the first floor of the rear elevation.*
- *Masonry shall consist of brick, stone and stucco.*

C. Square Footage

- Minimum and Maximum Square Footage Requirements.
  - *60' Lots:*

One Story Residences *2,100 minimum square feet to 2,999 maximum square feet*

Two Story Residences *2,500 minimum square feet to 3,499 maximum square feet*

One-story homes include a single story home with bonus room up.

Each Homebuilder may exceed the maximum square footage requirements on twenty percent (20%) of the 60' Lots by an amount up to ten percent (10%) of the maximum. In no event shall more than twenty percent (20%) of the 60' Lots exceed the maximum square footage limits.

IV. SUPPLEMENTAL DESIGN GUIDELINES FOR 70' LOTS

The following Supplemental Design Guidelines shall only be applicable to for Lots 42 through 62, Block F, Santa Rita Ranch, Phase 3 Section 2 (the "**70' Lots**"):

A. Plan Repetition

70' Lots:

2 Lots between same floor plan, different elevation
4 Lots between same floor plan and same elevation
Across street and 2 over for same floor plan, different elevation
Across street and 4 over for same floor plan, same elevation

B. Siding and Masonry

70' Lots:

- *Masonry will be required on the front elevation, on the first floor of each side elevation and on the first floor of the rear elevation.*
- *Masonry shall consist of brick, stone and stucco.*

C. Square Footage

- Minimum and Maximum Square Footage Requirements.
  - *70' Lots:*

One Story Residences *2,100 minimum square feet to unlimited maximum square feet*

Two Story Residences *2,500 minimum square feet to unlimited maximum square feet*

One-story homes include a single story home with bonus room up.

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2021175056

Pages: 10 Fee: $58.00
11/16/2021 12:20 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

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Williamson County, Texas Total Pages: 11

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH

NOTICE OF ADDITION OF LAND AND APPLICABILITY

[311.079 ACRE TRACT]

DECLARANT: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to (i) Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and (ii) Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended.

SANTA RITA RANCH

NOTICE OF ADDITION OF LAND AND APPLICABILITY

[311.079 ACRE TRACT]

This Notice of Addition of Land and Notice of Applicability of Santa Rita Amended and Restated Master Covenant [311.079 Acre Tract] (this "**Notice**") is made and executed by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

1. **Purpose**. This Notice is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on Attachment 1 attached hereto and incorporated herein for all purposes (the "**Development Area**").

2. **Owner**. HFIC – SP Investments, LP, a Texas limited partnership, is the Owner of the Development Area and executes this Notice to evidence its consent to the terms and provisions of this Notice.

3. **Authority to Add Land**. *Section 9.03* of that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Covenant**") permits Declarant to add additional land to the Property.

4. **Addition of Land**. This Notice constitutes a notice of addition of land pursuant *to Section 9.03* of the Covenant and the Development Area is hereby considered part of the Property.

5. **Applicability of Master Covenant**. Pursuant to *Section 9.05* of the Covenant, Declarant served notice that portions of the Property, upon the Recording of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant. This Notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant.

6. **Applicability of Development Area Declaration**. Pursuant to the Covenant and the Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate notices of applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declaration.

Pursuant to this Notice, the Development Area is subject to the terms and provisions of the Development Area Declaration.

7. **Development Area**. The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

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

9. **Amendment to Covenant**. As provided in *Section 10.03* of the Covenant, Declarant may unilaterally amend the Covenant by Recording an instrument executed and acknowledged by Declarant. To the extent the terms and provisions of this Notice conflict with the terms and provisions of the Covenant, the terms and provisions of this Notice shall control, and this Notice shall be construed as an amendment to the Covenant to the extent necessary or required to give effect to the terms and provisions hereof.

10. **Miscellaneous**. This Notice constitutes a notice of addition of land under *Section 9.03* of the Covenant and a Notice of Applicability under *Section 9.05* of the Covenant. Capitalized terms used and not defined in this Notice shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 31 day of January, 2022.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 31 day of January, 2022, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(Seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

_____
Notary Public, State of Texas

ACKNOWLEDGED AND AGREED:

HFIC – SP INVESTMENTS, LP,
a Texas limited partnership

By: Capitol Realty Advisors, Inc.,
a Texas corporation,
its General Partner

By: _____
Printed Name: James E Horne
Title: Vice Pres

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 31 day of January, 2022, by James E Horne, _____ of Capitol Realty Advisors, Inc., a Texas corporation, General Partner of HFIC – SP Investments, LP a Texas limited partnership on behalf of said corporation and limited partnership.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

ATTACHMENT 1

DEVELOPMENT AREA DESCRIPTION

[LEGAL DESCRIPTION FOLLOWS]

311.079 ACRES
B. MANLOVE SURVEY
ABSTRACT NUMBER 417
WILLIAMSON COUNTY, TX

FIELD NOTES

BEING ALL OF THAT CERTAIN 311.079 ACRE TRACT OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 318.642 ACRE TRACT OF LAND CONVEYED TO HFIC – SP INVESTMENTS, LP IN DOCUMENT NUMBER 2021094780, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 311.079 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northeast corner of said 318.642 acre tract, being the northwest corner of Lot 1, The Craigen Addition, a subdivision recorded in Cabinet U, Slide 372, Plat Records of Williamson County, Texas, same being in the south line of County Road 258 (R.O.W. Varies), for the northeast corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, S20°43'15"E, with the east line of said 318.642 acre tract, the west line of said Lot 1, and the west line of a called 11.9683 acre tract of land conveyed to Randolph Henson in Document Number 1997033419, Official Public Records of Williamson County, Texas, a distance of 1078.19 feet to a 1/2 inch iron rod found at the southwest corner of said 11.9683 acre tract of land, being at the northwest corner of a called 11.9992 acre tract of land conveyed to James & Mary Wade in Document Number 2008094091, Official Public Records of Williamson County, Texas, for a corner in the east line of the herein described tract of land,

THENCE, continuing with the east line of said 318.642 acre tract and the west line of said 11.992 acre tract of land, the following three (3) course and distances numbered 1 through 3,

1) S19°05'32"E, a distance of 115.30 feet to a 1/2 inch iron rod found for corner,
2) S76°49'06"W, a distance of 4.07 feet to a calculated point for corner, and
3) S20°31'20"E, passing the southwest corner of said 11.992 acre tract of land, being the northwest corner of a called 12.0052 acre tract of land conveyed to Michael Fleetwood in Document Number 2013118510, Official Public Records of Williamson County, Texas, continuing for a total distance of 787.92 feet to a 1/2 inch iron rod found at the southwest corner of said 12.0052 acre tract of land, being at the northwest corner of a called 108.026 acre tract of land conveyed to Santa Rita Investments, Ltd. in Document Number 2020111915, Official Public Records of Williamson County, Texas, for a corner in the east line of the herein described tract of land,

THENCE, with the common boundary line of said 318.642 acre tract and said 108.026 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1) S19°29'51"E, a distance of 262.78 feet to a 1/2 inch iron rod found for corner,
2) S21°31'34"E, a distance of 794.13 feet to a 1/2 inch iron rod found for corner, and
3) S20°15'57"E, a distance of 871.15 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the southeast corner of said 318.642 acre tract of land, being in the west line of said 108.026 acre tract of land, same being at the northeast corner of a called 333.269 acre tract of land conveyed to Richmond Eldorado Investments, LLC. in Document Number 2020064232, Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract of land, from which a 1/2 inch iron rod found bears S44°05'54"W, a distance of 2.13 feet,

THENCE, with the south line of said 318.642 acre tract, and the north line of said 333.269 acre tract, the following twenty-three (23) courses and distances, numbered 1 through 23,

1) S44°05'54"W, a distance of 531.50 feet to a 1/2 inch iron rod found for corner,
2) S44°07'35"W, a distance of 458.58 feet to a 1/2 inch iron rod found for corner,

3) S41°05'34"W, a distance of 188.82 feet to a calculated point for corner,
4) N88°33'40"W, a distance of 56.67 feet to a 1/2 inch iron rod found for corner,
5) N82°07'43"W, a distance of 100.69 feet to a calculated point for corner,
6) S64°42'43"W, a distance of 82.79 feet to a 1/2 inch iron rod found for corner,
7) N83°26'54"W, a distance of 13.21 feet to a 1/2 inch iron rod found for corner,
8) N69°40'35"W, a distance of 33.73 feet to a 1/2 inch iron rod found for corner,
9) N56°27'14"W, a distance of 51.09 feet to a 1/2 inch iron rod found for corner,
10) N43°43'20"W, a distance of 141.67 feet to a 1/2 inch iron rod found for corner,
11) N64°31'04"W, a distance of 88.32 feet to a calculated point for corner,
12) N32°28'33"W, a distance of 33.04 feet to a 1/2 inch iron rod found for corner,
13) N35°17'25"W, a distance of 136.30 feet to a 1/2 inch iron rod found for corner,
14) N32°29'26"W, a distance of 125.80 feet to a calculated point for corner,
15) N44°11'59"W, a distance of 30.26 feet to a 1/2 inch iron rod found for corner,
16) N79°36'23"W, a distance of 14.13 feet to a 1/2 inch iron rod found for corner,
17) N64°03'32"W, a distance of 65.25 feet to a 1/2 inch iron rod found for corner,
18) N49°22'38"W, a distance of 63.48 feet to a 1/2 inch iron rod found for corner,
19) S89°21'19"W, a distance of 57.95 feet to a 1/2 inch iron rod found for corner,
20) S78°45'50"W, a distance of 177.61 feet to a 1/2 inch iron rod found for corner,
21) S75°44'35"W, a distance of 98.64 feet to a 1/2 inch iron rod found for corner,
22) S67°35'57"W, a distance of 53.75 feet to a 1/2 inch iron rod found for corner, and
23) S57°04'19"W, a distance of 44.06 feet to a calculated point in the south line of said 318.642 acre tract of land, being at a northwest corner of said 333.269 acre tract, same being in an eastern line of a called 18.76 acre tract of land conveyed to Whitehorn Pipeline Company in Document Number 2017047608, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, continuing with the south line of said 318.642 acre tract and with the east and north line of said 18.76 acre tract of land, the following ten (10) courses and distances, numbered 1 through 10,

1) N25°16'24"W, a distance of 24.11 feet to a 1/2 inch iron rod found at the northeast corner of said 18.76 acre tract, for a south corner of the herein described tract of land,
2) S76°31'26"W, a distance of 190.28 feet to a mag nail found for corner,
3) S78°01'09"W, a distance of 71.05 feet to a calculated point for corner,
4) S72°44'24"W, a distance of 570.49 feet to a mag nail found for corner,
5) S79°54'12"W, a distance of 54.21 feet to a mag nail found for corner,
6) S83°38'49"W, a distance of 320.75 feet to a mag nail found for corner,
7) S80°17'44"W, a distance of 122.41 feet to a mag nail found for corner,
8) S74°46'18"W, a distance of 171.07 feet to a mag nail found for corner,
9) S75°53'37"W, a distance of 152.64 feet to a mag nail found for corner, and
10) S77°58'16"W, a distance of 202.28 feet to a 1/2 inch iron rod found at the southwest corner of said 318.642 acre tract of land, being at the northwest corner of said 18.76 acre tract of land, same being in the east line of a called 153.2 acre tract of land conveyed to Thomas W. McCollum in Volume 556, Page 62, Deed Records of Williamson County, Texas, for the southwest corner of the herein described tract to land,

THENCE, N07°16'04"W, with the west line of said 318.642 acre tract, and the east line of said 153.2 acre tract of land, a distance of 308.81 feet to a 1/2 inch iron rod found at the northeast corner of said 153.2 acre tract of land, being at the southeast corner of a called 3.50 acre tract of land conveyed to Daniel Watts in Document Number 2008092355, Official Public Records of Williamson County, Texas, for a west corner of the herein described tract of land,

THENCE, N20°57'43"W, with the west line of said 318.642 acre tract, and the east line of said 3.50 acre tract of land, a distance of 476.09 feet to a 1/2 inch iron rod found at the northeast corner of said 3.50 acre tract of land, being at the

southeast corner of a called 15.0347 acre tract of land conveyed to Linda Dale Watts in Document Number 2008092355, Official Public Records of Williamson County, Texas, for a west corner of the herein described tract of land,

THENCE, with the common line of said 318.642 acre tract, and said 15.0347 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

1) N20°44'46"W, a distance of 1003.26 feet to a calculated point for corner, and
2) N21°39'23"W, a distance of 383.40 feet to a 1/2 inch iron rod found in the west line of said 318.642 acre tract, being at the northeast corner of said 15.0347 acre tract of land, same being at the southeast corner of a called 1.902 acre tract of land conveyed to Tracy Cole in Document Number 2020134221, Official Public Records of Williamson County, Texas, for a west corner of the herein described tract of land,

THENCE, N20°44'43"W, with the west line of said 318.642 acre tract, the east line of said 1.902 acre tract of land, the east line of a called 1.00 acre tract of land conveyed to Mark Kuhaneck in Document Number 2014036419, Official Public Records of Williamson County, Texas, the east line of a called 5.487 acre tract of land conveyed to Linda Dale Watts, et al in Volume 2168, Page 790, Deed Records of Williamson County, Texas, the east line of Lot 3 and Lot 1, The Amended Larry R. Johnson Addition Subdivision, a subdivision recorded in Cabinet G, Slide 167, Plat Records of Williamson County, Texas, a distance of 1054.99 feet to a 1/2 inch iron rod found at the northwest corner of said 318.642 acre tract of land, being at the northeast corner of said Lot 3, same being in the south line of said County Road 258, for the northwest corner of the herein described tract of land,

THENCE, with the north line of said 318.642 acre tract and the south line of said County Road 258, the following two (2) courses and distances, numbered 1 and 2,

1) N74°29'23"E, a distance of 759.92 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left, and
2) Along said curve to the left, having a radius of 4070.57 feet, an arc length of 335.82 feet, and a chord that bears N72°09'10"E, a distance of 335.72 feet to a calculated point in the north line of said 318.642 acre tract, being in the south line of said County Road 258, same being at the beginning of a curve to the right, for a north corner of the herein described tract of land,

THENCE, over and across said 318.642 acre tract of land, the following eight (8) courses and distances, numbered 1 through 8,

1) Along said curve to the right, having a radius of 1140.00 feet, an arc length of 315.68 feet, and a chord that bears S72°59'29"E, a distance of 314.67 feet to a calculated point for corner,
2) S65°03'30"E, a distance of 181.23 feet to a calculated point for corner, being at the beginning of a curve to the left,
3) Along said curve to the left, having a radius of 1020.00 feet, an arc length of 475.62 feet, and a chord that bears S78°25'01"E, a distance of 471.33 feet to a calculated point for corner,
4) N88°13'29"E, a distance of 75.29 feet to a calculated point for corner, being at the beginning of a curve to the left,
5) Along said curve to the left, having a radius of 15.00 feet, an arc length of 24.49 feet, and a chord that bears N41°27'10"E, a distance of 21.86 feet to a calculated point for corner,
6) N05°19'09"W, a distance of 280.45 feet to a calculated point for corner, being at the beginning of a curve to the left,
7) Along said curve to the left, having a radius of 1020.00 feet, an arc length of 325.80 feet, and a chord that bears N14°28'11"W, a distance of 324.42 feet to a calculated point for corner, and

311.079 ACRES
B. MANLOVE SURVEY
ABSTRACT NUMBER 417
WILLIAMSON COUNTY, TX

8) N23°37'13"W, a distance of 4.25 feet to a calculated point in the north line of said 318.642 acre tract of land, being in the south line of said County Road 258, for a north corner of the herein described tract of land,

THENCE, with the north line of said 318.642 acre tract and the south line of said County Road 258, the following five (5) courses and distances, numbered 1 through 5,

1) N68°43'11"E, a distance of 201.93 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 4070.57 feet, an arc length of 143.43 feet, and a chord that bears N67°42'13"E, a distance of 143.42 feet to a 1/2 inch iron rod found for corner,
3) N66°41'43"E, a distance of 316.65 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
4) Along said curve to the left, having a radius of 4070.57 feet, an arc length of 703.24 feet, and a chord that bears N61°45'39"E, a distance of 702.37 feet to a 1/2 inch iron rod found for corner, and
5) N56°46'43"E, a distance of 431.14 feet to the **POINT OF BEGINNING** and containing 311.079 acres of land.

Surveyed by: _____ 26 OCT 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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SANTA RITA
RANCH

SANTA RITA RANCH

SECOND SUPPLEMENT TO THE AMENDED AND RESTATED COMMUNITY MANUAL [RESIDENTIAL]

WILLIAMSON COUNTY, TEXAS

Cross-reference to Santa Rita Ranch Amended and Restated Master Covenant recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as same may be amended from time to time and that certain Santa Rita Amended and Restated Community Manual [Residential] recorded under Document No. 2015045673, Official Public Records of Williamson County, Texas, as same may be amended from time to time. In the event of a conflict between the terms and provisions of the Documents (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

SANTA RITA RANCH
SECOND SUPPLEMENT TO THE
AMENDED AND RESTATED COMMUNITY MANUAL
[RESIDENTIAL]

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ATTACHMENT 9
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

This Flag Display and Flagpole Installation Policy is made by Santa Rita KC, LLC, a Texas limited liability company, and is as follows:

A. PERMITTED FLAGS AND INSTALLATION.

1. Permitted Flags. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the following flags (each, a **"Permitted Flag"**):

(1) the flag of the United States of America;

(2) the flag of the State of Texas;

(3) an official or replica flag of any branch of the United States Military;

(4) the officially recognized, historical Texas "1824" Alamo flag;

(5) the officially recognized, historical Gadsden "Don't Tread on Me" flag;

(6) the officially recognized First Responders Support Flag;

(7) the official logo flag for a professional sports team (game days only); and

(8) the official logo flag for a local high school (game days only).

2. Permanent, House-Affixed Flagpole Installation (Five Feet or Shorter). An owner is permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Control Committee under the Declaration (the **"ACC"**) provided it is installed and flown in exact accordance with these requirements.

3. Temporary Flagpole Installation for Federal Holidays. The installation of a temporary flagpole on federal holidays (installed no earlier than two days before the holiday and removed no later than the second day after the holiday) is permitted, and no ACC approval is required. Sleeve placement shall be located approximately halfway depthwise of the strip of turf or xeriscaping between the sidewalk and the street, but no less than one foot (1') from the inside edge of the sidewalk, and closest to the midpoint of the individual lot between the property lines,

with minor variations allowed to account for existing irrigation lines so as not to damage irrigation systems. Owners are encouraged to partner with a local company whose business centers on the installation, administration, and maintenance of such a program to provide temporary displays, but use of a vendor is not required.

3. Freestanding Flagpole Installation - Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot (**"Freestanding Flagpole"**). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the **"Flagpole Application"**). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed, except that a temporary flagpole installed for a federal holiday shall not count against the maximum number of flagpoles;

(b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ATTACHMENT 10

EXTERIOR LIGHTING POLICY

This Exterior Lighting Policy is made by Santa Rita KC, LLC, a Texas limited liability company, and is as follows:

ARCHITECTURAL SOFFIT LIGHTING

The Architectural Control Committee (the "**ACC**") and Santa Rita Reviewer, as its Chairman, will permit the installation of architectural exterior lighting into the soffits and horizontal fascia boards of an owner's home to allow for permanent architectural lighting of the home and seasonal displays of holiday lighting, so long as the use thereof adheres to the following criteria:

1. All lights must be set on "Warm White" setting when not during an approved seasonal holiday celebration. "Bright White" or "Daylight" setting are not permitted at any time;

2. For horizontal fascia and soffit lighting, activated lights must be:

    a. No closer than 36" on center on the front of the home, with all others turned off;

    b. Lighting tracks installed on the side elevations may be turned on for both first and second stories of homes no further than three-feet (3') wrapping from the front elevation;

    c. The first story of each side elevation may have an additional two (2) lights turned on;

    d. No soffit nor fascia board will have lights installed on the second story of the rear elevation;

    e. The rear elevation may have installed lights only on the first story turned on no closer than fifteen feet (15') on center;

3. Gabled fascia and soffits may have lights installed, and turned on in the following manner:

    a. One "On" light on each side in the peak of the gable;

    b. One "On" light on each side halfway down the gable;

    c. One "On" light on each side at the bottom of the gable;

d. Any two "On" lights on either side must be no closer than thirty-six inches (36") on center;

4. The timing of architectural lighting is to be such that it is not to be an annoyance or nuisance to adjacent and nearby homeowners, that is, no earlier in the day than 6 am, Central Time, nor later than 10 pm Central Time. Complaints received from neighbors will be addressed appropriately by the ACC and its authorized agent;

5. Seasonal holiday lighting shall be permitted under the following criteria:

    a. Holiday lighting must not extend to the rear elevation, and can be "On" only for the first ten linear feet (10') on the side elevations wrapping from the front elevation;

    b. Lights utilizing colors other than "Warm White" will be allowed only on designated holidays to include:

        i. Halloween (October 28-31);

        ii. Christmas (December 1-25);

        iii. Cultural Holidays celebrating Festivals of Light, as they fall annually;

6. Seasonal holiday lighting color schemes, timing, brightness, and duration should be designed not to be an annoyance nor nuisances to adjacent and nearby residences;

7. Questions regarding the appropriateness of any particular display, whether architectural or seasonal holiday lighting, or clarifications of the above criteria will be determined solely by the Santa Rita Reviewer or its authorized agent;

Owners are encouraged to partner with a local company whose business centers on the installation, administration, and maintenance of such product to achieve the desired architectural lighting, but the Association, nor any of its affiliates, Officers and Directors, contractors or sub-contractors, require use of such a company. Likewise, the above parties make no endorsement or grant preferential treatment of any particular company or business which sells, installs, or maintains such product.

This policy does not waive, in part or in whole, the requirements for application, review, and approval prior to installation of such a product, as described in the Covenant or its Amended and Restated Development Area Declaration – Residential, recorded as Document No. 2020027754 in the Offical Public Records of Williamson County, Texas as well as any amendments thereto, whether existing or future (the "**Declaration**"). Additionally, this policy is not a

comprehensive policy in regards to exterior lighting. For additional policies, rules, and regulations, please see the design guidelines applicable to your Lot.

Failure to abide by the listed criteria of this resolution and such criteria listed in the Covenant, Declaration, or Guidelines may subject a member of the Association to violation notices, fines, and fees levied by the Board, pursuant to the Association's By-Laws.

[END OF POLICY]

ATTACHMENT 11

SANTA RITA MASTER COMMUNITY, INC.

SCHEDULE OF ARCHITECTURAL FEES: ADMINISTRATIVE REVIEW, COMPLIANCE DEPOSITS, AND VIOLATION FINES

Terms used but not defined in this Schedule of Fees will have the meaning subscribed to such terms in that certain Santa Rita Amended and Restated Master Covenant recorded in the Official Public Records of Williamson County, Texas (as amended, the "**Covenant**").

1. Background. Santa Rita Master Community, Inc. (the "**Association**") was created to administer the terms and provisions of the Master Covenant. Unless the Master Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Board adopts this Schedule of Architectural Fees: Administrative Review, Compliance Deposits and Violation Fines related to architectural approval requests and the installation of improvements.

2. Authority. The Santa Rita Reviewer's role and responsibilities are defined in Article VI of the Covenant, and under *Section 6.04(b)*, the Reviewer has the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it. The Reviewer, along with the Board, have deemed it necessary to hire a full-time role, the Community Standards Coordinator, for the administration of applications for modifications of Owners' structures and improved lots, and to impose fees to compensate for the time and expertise provided by the employee(s) utilized for such administrative efforts.

3. Owner's Liability. An Owner is liable for the administrative costs of architectural review upon submission of an application to the Santa Rita Reviewer or its designee and agrees to provide, upon confirmation of a mutually convenient and reasonable time, for inspection of the modification at intervals of construction and/or completion of the modification to ensure adherence to the approved plans and specifications, compliance with any conditions to the approved plans, and, if applicable, the forfeiture of any deposits paid for assurances of compliance to the approved plans. Such fees and deposits are listed as Exhibit A with this attachment.

4. Violations. While the Association uses fines to discourage violations of the Documents and proactively works with Owners regarding their desired improvements to their property, the Association has found that violations of the Design Guidelines and Architectural Control procedures can significantly adversely impact the property value of

adjacent homes and that of the Association's common areas, as well as the enjoyment of such property by neighbors and members of the Association. As such, the Board has authorized the Santa Rita Reviewer, by way of this attachment, to levy fines above and beyond the Schedule of Fines and terms within the Second Amended and Restated Fine and Enforcement Policy (Attachment 8) of this Policy Manual.

The Community Standards Coordinator will send written notice to the owner of any found violations or variations of the approved plans, and if a violation fine is warranted, notice of the fine. Any fines levied shall be done so in accordance with the Fine and Enforcement Policy within this Policy Manual and pursuant to Section 209.007 of the Texas Property Code, including a hearing before the Board or its designated Committee, as well as the right to appeal a Committee's findings of the hearing before the Board.

5. Inspections. Upon receiving approval or conditional approval of their modification application, an Owner is obligated to notify the Community Standards Coordinator of the scheduled start date of their project, and/or any milestone dates of the project's progress (e.g. forms, concrete pours) which would require confirmation of adherence to specifications of approved plans. The Coordinator will schedule an inspection date to review such specifications and give approval for the work to continue, if applicable. Upon completion of the project, the Owner is obligated to inform the Coordinator within 10 days of completion to schedule a compliance inspection. The Coordinator shall respond within 10 days of that notice with a date and time for inspection – the owner need not be present for such inspection, but must make the property accessible to the Coordinator (i.e. back yard unlocked and pets removed from the inspection area). The Coordinator may take photographs as evidence of compliance with the approved plans or as violation thereof.

6. Invoices, Due Dates. The Coordinator shall issue an invoice for the applied work as specified herein. Invoices are due within 30 days of the date of the invoice, and failure to pay within that time may subject the owner to additional late fees, interest, and collections actions by the Association, pursuant to *Section 5* of the Association's Collection Policy.

7. Lien Created. The payment of each review fee and/or deposit, if applicable, as levied by the Coordinator against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Master Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of the Master Covenant. Unless otherwise provided in the Master Covenant, the fees, deposits, fines, and/or damage charges will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 5* of the Master Covenant.

8. Levy of Fees. Any fees levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

9. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of review fees, forfeited deposits owed, or fines from violations of this Attachment.

10. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

[FEE, DEPOSIT, AND FINE SCHEDULES FOLLOW]

REVIEW FEES AND DEPOSITS

Category	Administrative Review Fee - Minor Project	Administrative Review Fee - Major Project	Refundable Compliance Deposit
Landscaping/Xeriscaping	$35	$75	$150
Hardscaping & Concrete Work	$35	$75	$150
Playscapes & Equipment	$35	$75	$150
Fence: new, extension, gates	$35	$75	$150
Flagpoles	$35	$75	$150
Firepit	$35	$150	$150
Spa/Hot Tub	$75	$250	$500
Pool	$175	$350	$2,000
Outbuilding / Detached Structure	$75	$175	$750
Storage Shed	$35	$75	$250
Exterior Lighting	$35	$75	$150
Exterior Painting	$35	$75	$150
Other/Miscellaneous	$35	$75	$150
House Additions / Extensions	$250	$450	$2,000
Variance Request	$75	$350	$0
Solar Energy Collection	$75	$0	$150
Patios:			
o – Extension, add or extend	$35	$75	$250
o - Covered addition	$35	$75	$250
o - Deck	$35	$75	$250
o - Pergola	$50	$0	$250
o - Outdoor Kitchen	$35	$75	$250
o - Screens/Screening	$35	$0	$150
o - Storm Door	$35	$0	$150
o - Surface work (e.g. tile, coatings)	$35	$0	$150

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VIOLATION FINES

Violation Category	Initial	Second Notice	Third Notice	Subsequent Notice
Modification without Approval	$50	$75	$100	$25 per day
Unacceptable Installation	Forfeit Deposit, Cost of Remedy	$100	$100	$25 per day
Landscape Guidelines	$50	$75	$100	$25 per day
Construction Hours Violation	$150	$300	$500	$500
Construction Debris/Trash Violation	$50	$75	$100	$100
Excessive Noise by Contractors	$50	$75	$100	$100
Damage to Common Elements	Forfeit Deposit, Cost of Remedy	$350	$500	$1,000
Failure to notify of completion / avoid compliance inspection	Forfeit Deposit	$75	$100	$250
Curable Encroachment	$100	$250	$500	$100 per day
Other Miscellaneous	$50	$75	$100	$25 per day

The fines listed above apply by default; however, the Association reserves the right to establish fines on a case-by-case basis.

ACKNOWLEDGEMENT FOR RECORDING

The foregoing policies have been adopted for Santa Rita Master Community, Inc., the Texas non-profit corporation (the "**Association**") by Santa Rita KC, LLC, a Texas limited liability company (the "**Declarant**").

SIGNED on this 22 day of March, 2022.

DECLARANT:
SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this 22 day of March, 2022, by James E Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

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SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION
SANTA RITA RANCH, PHASE 1, SECTION 7
[TOWNHOMES]

Declarant: **SANTA RITA KC, LLC**, a Texas limited liability company

Cross reference to Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as may be amended from time to time.

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SANTA RITA RANCH

DEVELOPMENT AREA DECLARATION
SANTA RITA RANCH, PHASE 1, SECTION 7
[TOWNHOMES]

This Santa Rita Ranch Development Area Declaration for Santa Rita Ranch, Phase 1, Section 7 [*Townhomes*] (the "**Development Area Declaration**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas (the "**Master Covenant**").

B. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with Section 9.05 of the Master Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Master Covenant.

A Development Area is a portion of Santa Rita Ranch which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area.**"

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner

thereof; (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE 1
DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning ascribed to such terms in the Master Covenant. Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration shall have the meanings hereinafter specified:

"**Area of Common Responsibility**" means those portions of a Structure, Dwelling, or Lot that are designated, from time to time, by this Development Area Declaration or the Association to be maintained, repaired, and replaced by the Association, as a common expense, as reflected in the Designation of Area of Common Responsibility and Maintenance Chart attached to this Development Area Declaration as **Exhibit "A"**.

"**Dwelling**" means the single-family, townhome style residence located on a Lot, together with any garage incorporated therein, whether or not the Dwelling is occupied for residential purposes.

"**Solar Energy Device**" means 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.

"**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

"**Structure**" means a building containing two (2) or more Dwellings that: (i) is located on two (2) or more adjacent Lots; and (ii) has one (1) or more Party Walls (as defined in *Section 2.10* of this Development Area Declaration) separating the Dwellings within such building.

ARTICLE 2
GENERAL AND USE RESTRICTIONS

All of the Development Area shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 **Use Restrictions**. The Development Area shall be used solely for single-family townhome residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a Dwelling so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a Dwelling; (iii) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development Area, sound, or smell from outside the Dwelling; (iv) the business activity does not involve door-to-door solicitation of residents within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of Dwellings in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a Dwelling shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

2.02 **Rentals**. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the Dwelling constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the

expiration of ten (10) days after the effective date of the lease. All leases must be for the entire Dwelling.

2.03 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(a) inside the garage of the Dwelling; or

(b) behind or on the side of a Dwelling in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Dwelling, e.g. behind a privacy fence or other appropriate screening.

The Santa Rita Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.04 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Santa Rita Reviewer shall be permitted.

2.05 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Santa Rita Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within a Dwelling, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a Dwelling must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Board may exercise its rights under Applicable Law to required that the Owner or Occupant remove the pet from the Development Area upon written notice.

2.07 Antennas. The installation of only certain antennas shall be permitted in the Development, as further set forth below.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Santa Rita Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Santa Rita Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, easement, Common Area, Special Common Area, Structure, Dwelling, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Santa Rita Reviewer are as follows:

(i) attached to the back of the Dwelling constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the Dwelling constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Santa Rita Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Santa Rita Reviewer from time to time. Please contact the Santa Rita Reviewer for the current rules regarding installation and placement.

2.08 Signs. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Santa Rita Reviewer, except for:

(a) Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five feet (5') from the front elevation of the principal Dwelling constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Sale or Rental Signs. One (1) temporary "For Sale" or "For Rent" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); (iii) being attached to a single metal or frame post; and (iv) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(e) Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the ninetieth (90th) day before the date of the election to which the sign relates; (ii) is removed no later than the tenth (10th) day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and,

(f) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal Dwelling constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.09 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet

(5') in length affixed to the front of a Dwelling near the principal entry or affixed to the rear of a Dwelling (**"Permitted Flagpole"**). Only two (2) Permitted Flagpoles are allowed per Lot. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Santa Rita Reviewer. Approval by the Santa Rita Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot (**"Freestanding Flagpole"**).

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Design Guidelines, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements, and setbacks of record;

(vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Dwelling;

(vii) Any Permitted Flag, Permitted Flagpole and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole and Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and,

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole and Freestanding Flagpole.

2.10 Party Walls. A fence or wall located on or near the dividing line between two (2) Lots or Dwellings constructed upon such Lots and intended to benefit both Lots constitutes a "**Party Wall.**" To the extent not inconsistent with the provisions of this *Section 2.10*, the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions will apply thereto. Party Walls will also be subject to the following:

(a) Encroachments and Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.10*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Santa Rita Reviewer in accordance with Article 6 of the Master Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Williamson County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Roofs, Foundation, Fences. Common roofs and foundations which form a part of a Dwelling will be dealt with in the same fashion as Party Walls, as set forth in this Section.

(e) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Santa Rita Reviewer.

(f) Association Insurance. Notwithstanding the foregoing, Party Walls that are covered by an insurance policy maintained by the Association pursuant to *Section 8.01* of this Development Area Declaration will be repaired and replaced in accordance with the provisions set forth in *Section 8.01* of this Development Area Declaration.

(g) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this *Section 2.10(g)* (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.11 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any Dwelling or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from Ordinary Public View must be maintained in good conditions, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Santa Rita Reviewer.

2.12 Hazardous Activities. No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development Area which are or might be unsafe or hazardous to any person or properties. Without limited the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No portion of the Development Area may be used for the takeoff, storage, or landing or aircraft (including, without limitation, helicopters) except for medical emergencies.

2.13 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Development Area. Except for Declarant, no portion of the Development Area may be used for the purpose of mining quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Santa Rita Reviewer which are required to provide water to all or any portion of the Development Area of the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.14 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limited the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, Dwelling, Structure, Common Area, or Special Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in

such manner as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.14*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the Dwelling constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Santa Rita Reviewer will be final, binding, and conclusive.

2.15 Rubbish and Debris. As determined by the Santa Rita Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulated on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.16 Permanent On Street Parking. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than seventy-two (72) consecutive hours. Any vehicle in violation of this *Section 2.16* may be subject to towing as permitted by Applicable Law.

2.17 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work upon those areas of a Dwelling, Structure, or Lot designated as Area of Common Responsibility or Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, including but not limited to those areas of a Dwelling, Structure, or Lot designated as the Area of Common Responsibility, which damages were caused by the neglect, misuse, or negligence of such Owner or Owner's family, or by any tenant or other Occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be levied as an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in Section 5.12 of the Master Covenant.

2.18 Maintenance of Lot. All Lots, except for any portion of the Lot then undergoing major construction, including all Improvements on such Lot, must be kept and maintained by the Owner (unless the maintenance of such Improvement has been assumed by the Association) in a clean, safe, attractive and sightly condition and in good repair, and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials are

permitted to remain exposed upon any Lot so that they are visible from, or are a nuisance in any way to, any neighboring Lot or Common Area or Special Common Area or any road. The Board, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this *Section 2.18* has occurred.

2.19 Injury to Person or Property. Neither the Association nor Declarant, or their respective directors, officers, committees, agents, and employees have a duty or obligation to any Owner, Occupant or their guests: (i) to supervise minor children or any other person; (ii) to fence or otherwise enclose any Lot; or (iii) to provide security or protection to any Owner, Occupant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a Lot, each Owner agrees that the limitations set forth in this *Section 2.19* are reasonable and constitute the exercise of ordinary care by the Association and Declarant. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, AND DECLARANT'S AGENTS FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE DEVELOPMENT AREA TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, HIS TENANT, HIS GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

2.20 Insurance Rates. Nothing may be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

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

2.22 Compliance with Documents. Each Owner, his or her family, Occupants, and the Owner's tenants, guests, invitees, and licensees will comply strictly with the provisions of the Documents as may be amended from time to time. Failure to comply with any of the Documents (as defined in the Master Covenant) will constitute a violation thereof and may result in a fine against the Owner in accordance with the Master Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Santa Rita Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Santa Rita Reviewer may (but neither will be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Documents and the Owner whose violation has been so remedied will be personally liable to the Association, as applicable, for all costs and expenses of

effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in this Development Area Declaration and/or the Master Covenant for Assessments and may be collected by any means provided in this Development Area Declaration and/or the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.22* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.23 Release. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE SANTA RITA REVIEWER, AND THE AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, AND AGENTS OF EACH SUCH PARTY, FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA.

Neither the Association nor Declarant will assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance will words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. Unless constructed by Declarant, no Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Santa Rita Reviewer in accordance with the Master Covenant. Pursuant to Section 6.04(b) of the Master Covenant, the Santa Rita Reviewer may adopt Design Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The

Design Guidelines may be supplemented, modified, amended, or restated by the Santa Rita Reviewer as authorized by the Master Covenant.

3.02 Utility Lines. Unless otherwise approved by the Santa Rita Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within Structures or other buildings unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under Structures or other buildings, or within easements.

3.03 Garages. Each Dwelling within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2) automobiles. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Santa Rita Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each Dwelling constructed on a Lot are set forth in the Design Guidelines.

3.04 Fences. No fence may be constructed on the Development Area without the prior written consent of the Santa Rita Reviewer. The fencing requirements for each Dwelling constructed on a Lot are set forth in the Design Guidelines.

3.05 Driveways. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines.

3.06 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a Dwelling or on the roof of any Dwelling, unless otherwise approved in advance by the Santa Rita Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Dwelling or at any other location where it would be visible from any street, any other Dwelling, Structure, Common Area, or Special Common Area. All HVAC units must be screened with either: (i) structural screening to match the exterior of the Dwelling; or (ii) landscaping.

3.07 Landscaping. Landscaping will be required to be installed on each Lot in accordance with the Design Guidelines. As described more fully in *Section 4.04* and **Exhibit "B"**, the landscaping and irrigation systems installed within the Development Area shall be maintained by the Association as a "Service Area."

3.08 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any Dwelling on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.09 **Concrete Truck Clean Out Site**. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Santa Rita Reviewer (the "**Clean Out Site**"), for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean Out Site which is removed or damaged as a result of the use of the Clean Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.09*, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.5% per month)) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.10 **Solar Energy Device**. During the Development Period, until expiration or termination of the Development Period, this *Section 3.10* does not apply and the Declarant may prohibit the installation of any Solar Energy Device unless approved in advance and in writing. After expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the Santa Rita Reviewer, subject to the following provisions:

(a) Application. To obtain Santa Rita Reviewer approval of a Solar Energy Device, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of Article 6 of the Master Covenant.

(b) Approval Process. The Santa Rita Reviewer will review the Solar Application in accordance with the terms and provisions of Article 6 of the Master Covenant. The Santa Rita Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.10(c)* below **UNLESS** the Santa Rita Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.10(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or

annoyance to persons of ordinary sensibilities. The Santa Rita Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the Dwelling located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the Dwelling, the Santa Rita Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Santa Rita Reviewer. If the Owner desires to contest the alternate location proposed by the Santa Rita Reviewer, the Owner should submit information to the Santa Rita Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal Dwelling located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.11 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Santa Rita Reviewer.

(a) Application. To obtain Santa Rita Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color,

dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Santa Rita Reviewer will be made in accordance with Article 6 of the Master Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.11* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the Dwelling constructed on the Owner's Lot, as reasonably determined by the Santa Rita Reviewer;

(ii) The Rainwater Harvesting System must not include any language or other content that is not typically displayed on such a device;

(iii) The Rainwater Harvesting System must not be located between the front of the Dwelling constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) There must be sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer; and,

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Santa Rita Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. *See Section 3.11(d)* for additional guidance.

(d) Guidelines. When submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, Dwelling, Structure, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, the Special Common Area,

or another Owner's Lot, Dwelling, or Structure, any additional requirements imposed by the Santa Rita Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Santa Rita Reviewer.

3.12 **Xeriscaping**. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Santa Rita Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Santa Rita Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Santa Rita Reviewer for Xeriscaping, the Owner shall provide the Santa Rita Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Santa Rita Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Santa Rita Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application; or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Santa Rita Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Santa Rita Reviewer. For purposes of this *Section 3.12*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Santa Rita Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owner may install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Santa Rita Reviewer.

(c) Process. The decision of the Santa Rita Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.12* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Santa Rita Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Santa Rita Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Santa Rita Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.13 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of the Standby Elective Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a Dwelling; or

(ii) Located in unfenced side or rear yard of a Dwelling and is visible either from an adjoining Lot or from adjoining Common Area; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (i.e. through wrought iron or aluminum fencing);

(i) Any period testing of the Standby Elective Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

3.14 Compliance with Setbacks. No Dwelling or any other permanent structure or Improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no Structure, Dwelling or other building shall be located on any utility easements. The Santa Rita Reviewer may require additional setbacks in conjunction

with the review and approval of proposed Improvements in accordance with Article 6 of the Master Covenant.

3.15 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Santa Rita Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Santa Rita Reviewer.

3.16 Building Materials. All building materials must be approved in advance by the Santa Rita Reviewer.

3.17 Unfinished Structures. No Improvements, including all Structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced.

3.18 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between three feet (3') and eight feet (8') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control.

3.19 Recreational Courts and Playscapes. No recreational courts, e.g., "sport courts", shall be constructed on any Lot unless expressly approved by the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Santa Rita Reviewer. The Santa Rita Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.20 Basketball Goals; Permanent and Portable. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If

determined unsightly by the Santa Rita Reviewer or placed in the public right-of-way or private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment. Permanent basketball goals are expressly prohibited.

3.21 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Santa Rita Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structure necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.22 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Santa Rita Reviewer. Plans submitted to the Santa Rita Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any Dwelling on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the Dwelling constructed upon the Lot is capable of occupancy for residential purposes.

3.23 Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Common Area may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association to periodically maintain such facilities. Each Owner and Occupant is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner and Occupant is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Documents.

3.24 Construction Activities. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Santa Rita Reviewer in its sole good faith

judgment, the Santa Rita Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost of removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.5%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.24* INCLUDING ANY COST, LOST, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

ARTICLE 4
MAINTENANCE AND REPAIR OBLIGATIONS

4.01 **Overview**. Generally, unless otherwise denoted on **Exhibit "A"** as further described herein, the Association maintains the Common Area, and the Owner maintains his or her Lot and the Structure and Dwelling located thereon. If any Owner fails to maintain his or her Lot and the Structure and Dwelling located thereon, the Association may perform the work at the Owner's expense. This Development Area Declaration designates portions of the Structures, Dwellings, and/or Lots as "Area of Common Responsibility", as defined and described below. Those areas of a Dwelling, Structure, or Lot designated as Area of Common Responsibility are maintained by the Association and not the Owner. On the date of this Development Area Declaration, the initial designation of components of Structures, Dwellings, and Lots included within the Area of Common Responsibility is attached hereto as **Exhibit "A"**. Additionally, the Master Covenant provides for designating portions of the Structures,

Dwellings, and/or Lots as a "Service Area". The Service Area is maintained by the Association and not the Owner. The Service Area is designated under *Section 4.04* herein.

4.02 Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Development Area Declaration, the Association maintains, repairs, and replaces the portions of the Development Area listed below, regardless of whether the portions are on an Owner's Lot:

(a) the Common Area;

(b) those areas of a Dwelling, Structure, or Lot designated as Area of Common Responsibility;

(c) the Phase 1, Section 7 Service Area, as designated in *Section 4.04*;

(d) any real and personal property owned by the Association not otherwise designated as a Common Area;

(e) any property adjacent to the Development Area if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and,

(f) any portion of the Development Area, any item, easements or services, the maintenance of which is assigned to the Association by this Development Area Declaration or in accordance with any Recorded easement or Recorded plat of the Development Area.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Development Area Declaration; (ii) such maintenance responsibility is otherwise assumed by or assigned to an Owner; or (iii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area or to a portion of a Dwelling, Structure, or Lot designated as Area of Common Responsibility by an Owner or Occupant that is otherwise the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or Occupant of any Lot or any other person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Area and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner or Occupant of any Lot for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Area or any Lot. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Development Area Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

4.03 **Area of Common Responsibility**. The Association, acting through its Members only, has the right but not the duty to designate, from time to time, portions of a Structure, Dwelling, and Lot as Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association. The costs or expenses incurred by the Association in treating, maintaining, repairing, and replacing the Area of Common Responsibility on each Lot shall levied against the Owner as an Individual Assessment.

(a) **Easement**. The Association is hereby granted an easement over and across each Structure, Lot, and Dwelling to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair, and/or replace those portions of a Structure, Dwelling, and Lot designated as Area of Common Responsibility. Unless otherwise agreed to by the Owner of the Lot, access to those portions of a Structure, Dwelling, and Lot designated as Area of Common Responsibility is limited to Monday through Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual maintenance activities. If the Association damages any Improvements located within a Structure, Lot, or Dwelling in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

(b) **Change in Designation**. The Declarant, during the Development Period, and the Association may, from time to time, designate additional components of Structures, Dwellings, and Lots as part of the Area of Common Responsibility; however, unless otherwise approved by the Declarant during the Development Period, in no event may the Association at any time remove from the Area of Common Responsibility components of Structures, Lots, or Dwellings previously designated as part of the Area of Common Responsibility under this Development Area Declaration. During the Development Period, any addition to the Area of Common Responsibility must also be approved by the Declarant. Notwithstanding anything contained herein, after expiration or termination of the Development Period, any modification or amendment to any areas designated as part of the Area of Common Responsibility must be approved by at least eighty percent (80%) of the Owners of the Lots currently subject to this Declaration. During the Development Period, those portions of a Structure, Dwelling, and Lot designated as part of the Area of Common Responsibility may be modified or amended by the Declarant, acting alone. Any modification or amendment to the areas designated as part of the Area of Common Responsibility must be recorded in the Official Public Records of Williamson County, Texas.

4.04 Notice of Service Area. This Section creates a "Service Area" (as such term is defined in the Master Covenant) and shall constitute the notice contemplated by Section 2.04 of the Master Covenant.

(a) Designation of Service Area. Declarant hereby designates the Development Area as the "**Phase 1, Section 7 Service Area**".

(b) Services Provided by Association. The Phase 1, Section 7 Service Area has been designated to permit the Lots therein (the "**Service Area Lots**") to receive certain benefits and/or services from the Association which are not provided to all Lots within the Development. Specifically, it is presently anticipated that these services will include the provision of landscaping services, as more particularly described on **Exhibit "B"** (the "**Services**"). An easement over and across each Service Area Lot is hereby reserved on behalf of the Association for the purpose of providing the Services. Each Owner of a Service Area Lot acknowledges and agrees that the Services will be provided exclusively by the Association, unless the Board relinquishes or assigns such rights in a written instrument recorded in the Official Public Records of Williamson County, Texas. Subject to *Section 4.04(e)* below, Service Area Assessments will be levied against each Service Area Lot to fund Service Area Expenses, as more particularly described in the Master Covenant.

(c) Owner's Maintenance or Repair of Service Area. Any maintenance or repair performed on or within a Service Area Lot within the Phase 1, Section 7 Service Area by an Owner or Occupant that is the responsibility of the Association hereunder

shall be performed at the sole expense of such Owner or Occupant, and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Occupant of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to components otherwise the responsibility of the Association without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Occupant in the event of any such unauthorized maintenance or repairs.

(d) Service Area Conditions Run with the Land. The obligations and easements set forth herein shall be covenants running with each Service Area Lot within the Development Area and it is hereby declared: (i) that each of the Service Area Lots will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements, and restrictions which shall run with the Service Area Lot and shall be binding upon all parties having any right, title, or interest thereto, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to a Service Area Lot, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this notice shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

(e) Owner's Responsibility. On the date of this Development Area Declaration, all Service Area Lots are owned by Declarant. The Association will not commence Services to any Service Area Lot until such time as a Service Area Lot has been conveyed to a third party upon which a Dwelling has been constructed and which has been occupied for single-family, townhome residential purposes (a "**Service Event**"). Notwithstanding any provision in this notice to the contrary, a Service Area Lot is included in the Phase 1, Section 7 Service Area only upon the occurrence of the Service Event for such Service Area Lot. Until the Service Event occurs for a particular Service Area Lot, no Services will be performed for such Service Area Lot, no Service Area Assessments will be levied against such Service Area Lot, and the Owner of the Service Area Lot, at such Owner's sole cost and expense, will be required to maintain the Service Area Lot in accordance with this *Article 4*.

4.05 Inspection Obligations.

(a) Contract for Services. In addition to the Association's general maintenance obligations set forth in this Development Area Declaration, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this

Development Area Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to inspect those portions of a Structure, Dwelling, and Lot designated as part of the Area of Common Responsibility for the Association.

(b) Schedule of Inspections. Such inspections shall take place at least once every three (3) years. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Development Area Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(c) Notice to Declarant. During the Development Period, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

4.06 Owner Responsibility. This Development Area Declaration contemplates that the Association will maintain components of the Structures, Dwellings and Lots. Every Owner is responsible for the maintenance, repair and replacement of all Improvements located on such Owner's Lot, unless such Improvements are maintained by the Association as part of the Area of Common Responsibility or a Service Area. Every Owner has the following responsibilities and obligations for the maintenance, repair and replacement of their Lot:

(a) to maintain, repair, and replace the Structure and Dwelling located on the Owner's Lot and any Improvements which exclusively serve such Owner's Lot, except for those areas designated as part of the Area of Common Responsibility;

(b) to not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Development Area, reduce the value thereof, or impair any easement or real property right thereto;

(c) to be responsible for his or her own willful or negligent acts and those of his or her or the Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Area, Special Common

Area or the property of another Owner, or any component of the Development Area for which the Association has maintenance and/or insurance responsibility;

(d) to perform his or her responsibilities in such manner so as not to unreasonably disturb other Owners and Occupants;

(e) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;

(f) to pay for the cost of repairing, replacing or cleaning up any item that is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and to become part of the Owner's next chargeable Assessment.

SEE EXHIBIT "A" AND EXHIBIT "B".
IF A PORTION OF A LOT, STRUCTURE, OR DWELLING IS NOT DESIGNATED AS
PART OF AN AREA OF COMMON RESPONSIBILITY OR A SERVICE AREA, THEN IT'S THE OWNER'S INDIVIDUAL RESPONSIBILITY.

4.07 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Development Area Declaration, the dispute will be resolved by the Board, who shall delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Board in its sole and absolute discretion.

ARTICLE 5
DEVELOPMENT

5.01 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Applicability in accordance with Section 9.05 of the Master Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to Section 9.05 of the Master Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and,

(c) A legal description of the added land.

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

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and,

(c) A legal description of the withdrawn land.

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

ARTICLE 6
GENERAL PROVISIONS

6.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination,

or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to any change as contemplated in this *Section 6.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 6.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the initial Recording of this instrument, descendants of Elizabeth II, Queen of England.

6.02 **Amendment.** This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 6.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Development Area Declaration: (a) to bring any provision into compliance with any applicable government statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots or Condominium Units; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

6.03 **Notices**. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a

copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.04 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

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

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

6.07 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner of a Lot (at such Owner's own expense), Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

6.08 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the

singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

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

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

ARTICLE 7
EASEMENTS

7.01 Right of Ingress and Egress. Declarant, its agents, employees, designees, successors and assigns, and Homebuilders and its licensees will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property.

7.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this Development Area Declaration are incorporated herein by reference and made a part of this Development Area Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

7.03 **Improvements, Roadway, and Utility Easements.** Declarant hereby reserves unto itself and its agents and employees, a perpetual non-exclusive easement over, under, and across the Property, for installation, operation, maintenance, repair, relocation, removal and/or modification of any Improvements, roadways, walkways, pathways, street lighting, sewer lines, water lines, utility lines, drainage or storm water lines, and/or other pipelines, conduits, wires, and/or any public utility function on, beneath, or above the surface of the ground that serve the Property, and any other property owned by Declarant, with the right of access to the same at any time. Declarant will be entitled to unilaterally assign the easements reserved hereunder, or grant or assign permits or licenses over, under, and across the easement areas reserved hereunder, to any third party who owns, operates or maintains the facilities and Improvements described in this *Section 7.03*. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon. Notwithstanding the foregoing, the exercise of such easements reserved hereunder shall not unreasonably interfere with the use of any Dwelling for residential purposes.

7.04 **Subdivision Entry and Fencing Easement.** Declarant reserves for itself and the Association, an easement over and across the Property for the installation, operation, maintenance, repair, relocation, removal and/or modification of certain subdivision entry facilities, walls, and/or fencing which serves the Property. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities, walls, and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities, walls, and/or fencing as Common Area or Special Common Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or Dwelling.

7.05 **Landscaping and Monument Sign Easement.** Declarant hereby reserves for itself and the Association, an easement over and across the Property and the Common Area for the installation, maintenance, repair, or replacement of landscaping, signs, and/or monument signs which serve the Property and the Common Area. Declarant will have the right, from time to time, to Record a written notice, which identifies those portions of the Property and the Common Area to which the easement reserved hereunder applies. Declarant may designate the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or Dwelling.

7.06 **Owner's Maintenance Easement.** Each Owner is hereby granted an easement over and across any adjoining Structure, Dwelling, Lot, or Common Area to the extent reasonably necessary to maintain or reconstruct such Owner's Dwelling, subject to the consent of the Owner of the adjoining Lot and Dwelling and the consent of the Board as provided below, or the consent of the Board in the case of Common Area, and provided that the Owner's

use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Structure, Dwelling, Lot, or Common Area. Requests for entry into an adjoining Lot must be made to the Owner of such Lot in advance. The consent of the adjoining Lot Owner will not be unreasonably withheld; however, the adjoining Lot Owner may require that access to its Lot be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to any Common Area for the purpose of maintaining or reconstructing any Structure or Dwelling must be made in advance to the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to any Common Area be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. In addition, the Board may require that the Owner abide by additional reasonable rules with respect to use and protection of the Common Area during any such maintenance or reconstruction. If an Owner damages an adjoining Structure, Dwelling, Lot, or Common Area in exercising the easement granted hereunder, the Owner will be required to restore the Structure, Dwelling, Lot, or Common Area to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Dwelling or Lot.

Notwithstanding the foregoing, no Owner shall perform any work to any portion of the Owner's Dwelling or Lot if the work requires access to, over or through any other Structures, Dwellings, Lots, or Common Area without the prior consent of the Santa Rita Reviewer except in case of an emergency. All such work may only be performed by a person who shall deliver the following to the Santa Rita Reviewer prior to commencement of such work, in form satisfactory to the Board:

(a) releases of the Board, the Santa Rita Reviewer, and the Association for all claims that such person may assert in connection with such work;

(b) indemnities of the Board, the Santa Rita Reviewer, and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, the Structure, Dwelling, Lot, or Common Area;

(c) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board; and,

(d) all other information and assurances which the Board may reasonably require.

7.07 Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the Development Area, including the Lots (but excluding any portion of the Lot enclosed by a private fence installed by the Declarant or approved by the Santa Rita Reviewer

creating a private yard space for the Lot Owner), as may be reasonably required, for ingress to and egress from an Owner's Dwelling, but subject to any Rules adopted from time to time by the Board.

7.08 **Owner's Encroachment Easement.** Every Owner is granted an easement for the existence and continuance of any encroachment by an Owner's Dwelling on any adjoining Structure, Dwelling, Lot, or Common Area now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Dwelling, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long such Improvements stand.

7.09 **Easement of Cooperative Support**. Each Owner is granted an easement of cooperative support over each adjoining Lot, Structure, and Dwelling as needed for the common benefit of the Development Area, or for the benefit of Dwellings in a Structure, or Dwellings that share any aspect of the Development Area that requires cooperation. By accepting an interest in or title to a Lot, each Owner: (i) acknowledges the necessity for cooperation in a townhome; (ii) agrees to try to be responsive and civil in communications pertaining to the Development Area and to the Association; (iii) agrees to provide access to the Owner's Dwelling and Lot when needed by the Association to fulfill its duties; and (iv) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Development Area.

7.10 **Association's General Easement**. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement over, across, under, and through the Development Area, including without limitation, each Lot, Structure, and each Dwelling and all Improvements thereon, for the following purposes:

(a) For access, entry, and to perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law;

(b) For access, entry, and to perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance;

(c) For access, entry, and to enforce the Documents;

(d) For access, entry, and to exercise self-help remedies permitted by the Documents or by Applicable Law;

(e) For access, entry, and to respond to emergencies;

(f) For access, entry, and to maintain landscaping and make, erect or install non-structural improvements (such as fences, irrigation systems, lighting systems,

walking or biking paths, and the like) in or on those portions of each Owner's Lot as part of the Services (but excluding any portion of such Lot enclosed by a private fence installed by the Declarant or approved by the Santa Rita Reviewer creating a private yard space for the Owner);

(g) to grant easements to utility providers as may be necessary to install, maintain, monitor, and inspect utilities serving any portion of the Development Area; and

(h) to perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

7.11 **Drainage and Detention Easement**. Lot 34, Block A, and Lot 6, Block B as shown on the Plat are called the "**Drainage and Detention Easement**". The Drainage and Detention Easement will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the Lot or Lots that are traversed by or adjacent to the Drainage and Detention Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement. Each Owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Neither Declarant nor the Association shall be held liable for any damages of any nature resulting from the occurrence of these natural phenomenon, or resulting from the failure of any structure or structures, within the Drainage and Detention Easement.

7.12 **Easement to Inspect and Right to Correct**. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any Structure, Improvements, Dwelling, or condition that may exist on any Lot or other portion of the Development Area, and a perpetual nonexclusive easement of access throughout the Development Area to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a retaining wall may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with Applicable Law. This Section may not be construed to create a duty for Declarant, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Development Area, including without limitation, each Lot, Structure, and Dwelling, and all Improvements thereon for the purposes contained in this Section.

ARTICLE 8
INSURANCE

8.01 **Association's Responsibility for Property Insurance**. The Association will comply with the following insurance requirements.

(i) The Association will obtain property insurance on the Structure and the Dwellings insuring against all risks of physical loss commonly insured against, including fire and extended coverage, in a total amount of at least one hundred percent (100%) of the replacement costs. Such coverage will include any wall coverings, floor coverings, appliances, or fixtures originally installed by the Declarant or initial Homebuilder, but will not include any Improvements or upgrades (including wall coverings and fixtures) installed by an Owner (other than Declarant or the initial Homebuilder). Such coverage will also exclude furnishings and other personal property within the Dwelling. Notwithstanding the foregoing, at any point in the future, the Board may elect to obtain a property insurance policy that covers Improvements or betterments (including wall coverings and fixtures) made by persons other than those made by the Declarant or initial Homebuilder. In the event that the Board obtains a property insurance policy that covers Improvements or betterments made by persons other than those made by Declarant or the initial Homebuilder, the Board will notify the Owners. Each Owner is advised to periodically consult with the Association to determine the amount of property insurance that the Association has obtained in order to determine the additional amount of insurance needed by each Owner. The Association shall consider reasonable requests for such additional amount of insurance but has no duty to provide it. The costs incurred by the Association pursuant to this *Section 8.01(i)* will be assessed uniformly against all Lots in the Development Area as an Individual Assessment.

(ii) Insurance policies carried pursuant to this *Section 8.01*, and to the extent available, must also provide that:

(a) Each Owner is an insured person under the policy with respect to liability arising out of the person's membership in the Association;

(b) The insurer waives its right to subrogation under the policy against an Owner;

(c) No action or omission of an Owner, unless within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and,

(d) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy provides primary insurance.

(iii) A claim for any loss covered by the insurance required by *Section 8.01(i)* of this Development Area Declaration must be submitted by and adjusted with the Association. Each Owner irrevocably appoints the Association, acting through its Board, as his or her trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. The Association will hold insurance proceeds in trust for the Owners and lienholders as their interests may appear. Subject to *Section 8.01(vii)* of this Development Area Declaration, the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged Dwellings or Structures, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

(iv) An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

(v) The insurer issuing the policy may not cancel or refuse to renew it less than thirty (30) business days after written notice of the proposed cancellation or nonrenewal has been mailed to the Association, except in the case of non-payment of premium, in which case the policy may be canceled within ten (10) business days after the notice of cancellation has been issued.

(vi) Except as provided by this *Section 8.01(vi)*, any portion of a Dwelling or Structure for which insurance is required to be obtained by the Association that is damaged or destroyed will be promptly repaired or replaced by the Association unless replacement would be illegal under any Applicable Law. The cost of repair or replacement in excess of the insurance proceeds will be levied as an Individual Assessment against the Owner of such Lot to pay the excess costs or expenses. Any insurance proceeds attributable to a damaged Dwelling or Structure will be used to restore the damaged Dwelling or Structure to a condition compatible with the remainder of the Dwellings or Structures. If a Dwelling or Structure is not repaired or replaced, the insurance proceeds attributable to a Dwelling or Structure that are not rebuilt will be distributed to the Owners of that Dwelling or Structure, or to their mortgagees, as their interests may appear.

(vii) Even if the Association and the Owners have adequate amounts of recommended and required coverage, all or a portion of the Development Area may experience a loss that is not covered by insurance. In such event that a loss is not covered by insurance, the Owner is responsible for restoring the Owner's Dwelling or Structure.

(viii) The Association, the Board, and the Association's officers and managers, will not be liable for failure to obtain any coverage required by this *Article 8* or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

8.02 Owner's Responsibility for Insurance.

(a) Insurance Owners are Encouraged to Obtain. The Owner of a Dwelling is encouraged to procure property insurance covering those areas in a Lot not covered by the property insurance procured by the Association, such as the yard area, and the interior of the Dwelling, including replacement of interior improvements and betterment coverage to insure improvements the Owner may make to the Dwelling, commonly referred to as HO-6 insurance or its equivalent. The Association does not insure improvements and betterments made by the Owner to a Dwelling. The Owner of a Dwelling is also encouraged to obtain Loss Assessment Endorsement coverage, as well as personal liability insurance. Notwithstanding the foregoing, the Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners.

(b) Association Does Not Insure. NOTWITHSTANDING THE FOREGOING, THE OWNER, BY ACCEPTING A DEED TO THEIR LOT, SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR OBTAINING ANY INSURANCE NOT OTHERWISE REQUIRED BY THE ASSOCIATION TO BE OBTAINED UNDER THIS ARTICLE, including but not limited to general liability insurance on behalf of the Owner or any specialty insurance (including but not limited to tenant's insurance, guest medical insurance, or flooding insurance). The Association does not insure an Owner or Occupant's personal property. Each Owner and Occupant is solely responsible for insuring his or her personal property in his or her Dwelling and on the Lot, including furnishings, vehicles, and stored items. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE NOT COVERED BY THE ASSOCIATION'S INSURANCE.

ARTICLE 9
DISCLOSURES

This *Article 9* discloses selective features of the Structures and Dwellings that may not be obvious to potential Owners and Occupants. Because features may change over time, no disclosure in this *Article 9* should be relied upon without independent confirmation.

9.01 Adjacent Thoroughfares. The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

9.02 Fire Sprinkler Disclosure. The Dwellings may be constructed with a fire sprinkler system. If sprinklers are present, water lines and sprinkler heads may be in the ceilings above rooms in the Dwelling. This disclosure is given because damage to, or a malfunction of, a water line or sprinkler head may harm or destroy real and personal property. Each Owner is solely responsible for all of the following:

(a) determining the location and proper care of the sprinkler equipment, water lines and sprinkler heads in the Dwelling;

(b) preserving the integrity and functionality of the portion of the fire sprinkler system in their Dwelling;

(c) instructing each Occupant, invitee and contractor about the care and protection of the sprinkler system, including any applicable rules adopted by the Board;

(d) any damage to their Dwelling, Structure, an adjoining Dwelling, Common Area, Special Common Area, and/or any personal property (such as furnishings and clothing) caused by the functioning or malfunctioning of any component of the sprinkler system in or serving their Dwelling; and,

(e) complying with any municipal or other regulatory inspection requirements, at such Owner's expense.

Components of a fire sprinkler system may be located in the attic portion of the Dwelling. If the attic is also the location of air conditioning equipment or other equipment that requires periodic servicing or repair, to ensure protection of the water lines and sprinkler heads, the Owner is advised to closely supervise all persons using the attic.

The Association does not inspect or fix water lines and/or sprinkler heads, if any, in your Dwelling.

9.03 Adjacent Use. No representations are made regarding the use of adjacent property.

9.04 Outside Conditions. Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it will be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property.

9.05 Concrete.

(a) Cracks. Minor cracks in poured concrete, including foundations, garage floors, sidewalks, driveways and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of a Dwelling and Structure.

(b) Exposed Floors. This *Section 9.05(b)* applies to Dwellings or Structures with exposed concrete floors. This notice is given because Owners may be inexperienced with concrete and expect it to be as forgiving as wood or sheetrock. In deciding whether, when, and how to fill cracks in exposed concrete floors, an Owner is hereby made aware that the color and texture of the fill material may not match the rest of the concrete floor. On some exposed concrete floors, fill materials make minor cracks more noticeable than if the cracks had been left in their natural state. In addition, each Owner is hereby made aware that any specification for polished concrete means that the concrete will be polished, but this does not mean an Owner will be able to actually see their reflection in the floor.

9.06 Construction Activities. Declarant, Homebuilders, and their licensees will be constructing on portions of the Property and engaging in other construction activities related to the construction of Structures, Dwellings, Common Area, and Special Common Area. Such construction activities may, from time to time, produce certain conditions on the Property, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons within the Property or the Common Area or Special Common Area. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Property or the Common Area or Special Common Area resulting from construction activities will not be deemed a nuisance and will not cause Declarant, Homebuilder or their agents to be deemed in violation of any provision of the Master Covenant or this Development Area Declaration.

9.07 Moisture. Improvements within a Dwelling and/or Structure may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

9.08 Mold and/or Mildew. Mold and/or mildew can grow in any portion of a Structure and/or Dwelling that is exposed to elevated levels of moisture including, but not limited to, those portions of a Structure and/or Dwelling in which HVAC condenser units are located. Each Owner is advised to regularly inspect the Owner's Dwelling for the existence of mold, mildew and/or water intrusion (except when the water intrusion is part of the normal functioning of Improvements and appliances such as showers, sinks, dishwashers and other similar appliances and Improvements) and/or damage.

9.09 Encroachments. Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant or Homebuilder gives no representations or warranties as to property rights, if any, created by any such encroachments.

9.10 Budgets. Any budgets of the Association provided by the Declarant or a Homebuilder are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

9.11 Light and Views. The natural light available to and views from a Dwelling or Lot can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

9.12 Schools. No representations are being made regarding which schools may now or in the future serve the Property.

9.13 Suburban Environment. The Property is located in a suburban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, and other generators of sound and vibrations typically found in a suburban area. In addition to sound and vibration, there may be odors and light in suburban areas.

9.14 Water Runoff. The Property may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property or the Common Area or the Special Common Area having impervious surfaces, such as rooftop terraces, patios, and balconies, as applicable.

9.15 Photography of the Property. Declarant, Homebuilders, and their licensees retain the right to obtain and use photography of the Property for publication and advertising purposes.

9.16 Changes to Street Names and Addresses. Declarant retains the right to change, in its sole discretion, the Property name and the street names and addresses in or within the Property including the street address of the Dwellings and/or Lots before or after conveyance to any third party.

9.17 Plans. Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant or a Homebuilder to Owner which purport to depict the Improvements to be constructed on any Lot are merely approximations and do not necessarily reflect the actual as-built conditions of the same.

9.18 Location of Utilities. Neither Declarant nor any Homebuilder makes any representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

9.19 Wood. Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination, and surfaces may weather differently due to the type of wood, its location in or on a Dwelling, and other factors. Wood floors may require more maintenance than some man-made materials. Owners of Dwellings with wood floors should educate themselves about wood floor care.

9.20 Stone. Veins and colors of any marble, slate or other stone if any, within a Dwelling, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant and each Homebuilder assume no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise

attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

9.21 Chemicals. Each Structure and Dwelling will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Neither Declarant nor any Homebuilder is responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep their Dwelling clean, dry, well ventilated and free of contamination.

9.22 Marketing. Declarant's or a Homebuilder's use of a sales center and/or model homes or reference to other construction by Declarant or a Homebuilder is intended only to demonstrate the quality of finish detail, the basic floor plans and styles of the Dwellings available for purchase. A Structure and/or Dwelling may not conform to any model in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model of a Structure and/or Dwelling is intended only to demonstrate approximate size and basic architectural features. The Structures and/or Dwellings, as completed, may not conform to the models displayed by Declarant or a Homebuilder. Declarant or a Homebuilder may also have shown prospective purchasers model homes, floor plans, sketches, drawings, and scale models of Structures and/or Dwellings ("**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the Structures and/or Dwellings.

[SIGNATURE PAGE FOLLOWS]

EXECUTED TO BE EFFECTIVE on the date this instrument is Recorded.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 13 day of September, 20 22, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

EXHIBIT "A"

DESIGNATION OF AREA OF COMMON RESPONSIBILITY AND MAINTENANCE CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY, LOT OR DWELLING	ASSOCIATION'S RESPONSIBILITY (AND DESIGNATED AS PART OF THE AREA OF COMMON RESPONSIBILITY)	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY SANTA RITA REVIEWER)
Roofs.	All aspects.	None.
Roof mounted attachments.	None.	All aspects.
Exterior vertical walls of Dwellings, other exterior features of Dwellings not specifically listed in chart.	Outermost materials only, such as siding, stucco, and brick, and any coatings or surface treatments on the material, such as paint or sealant.	All other aspects, including wall cavities and insulation.
Dwelling foundations, patio slabs, and A/C slabs.	Slab failure.	All other aspects including repair for minor cracks that result from the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the Dwelling.
Concrete driveways, walkways and sidewalks.	All structural aspects.	Routine cleaning, including repair of minor cracks that result from the natural expansion and contraction of soil, shrinkage during the curing of the concrete and settling of the Dwelling.
Retaining walls.	All aspects.	None.
Displays of street numbers on exterior doors or Dwelling surfaces.	All aspects.	None.
Gutters and downspouts.	All aspects.	None.
Grounds – outside the fenced yards.	All aspects.	None.
Fences and gates around private Dwelling yards.	All aspects.	None.
Yard irrigation system (sprinkler)	All aspects.	None.

COMPONENT OF PROPERTY, LOT OR DWELLING	ASSOCIATION'S RESPONSIBILITY (AND DESIGNATED AS PART OF THE AREA OF COMMON RESPONSIBILITY)	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY SANTA RITA REVIEWER)
Exterior light fixtures on Dwelling.	None.	All aspects.
Exterior pest control.	All aspects.	None.
Exterior doors of Dwellings.	Determining styles and materials of front doors and garage doors. Periodic paint or stain on doors. Periodic repair and reconstruction of doors when needed as determined by the Association.	All other aspects of the garage door, and all aspects of other doors, including hardware, locks, peepholes, thresholds, weather stripping, and doorbells.
Garages.	Roofs and exterior vertical walls, as described above.	All aspects, except those noted for Association. Includes, routine interior cleaning, interior wall and ceiling materials, pedestrian door, automatic garage door opener, remote controls, interior light fixture, interior electrical outlets.
Skylights.	None.	All aspects.
Attics.	None.	All aspects.
Insulation and weather stripping.	None.	All aspects.
Dwelling interiors, including improvements, fixtures, partition walls and floors within Dwelling.	None.	All aspects.
Sheetrock in Dwellings (walls and ceilings) and treatments on walls.	None.	All aspects.
Surface water drainage systems.	All aspects, including collection drains and drain systems.	None. Prohibited from changing the drainage system.
Windows.	Periodic exterior caulking in connection with exterior painting.	All other aspects, including window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking.

COMPONENT OF PROPERTY, LOT OR DWELLING	ASSOCIATION'S RESPONSIBILITY (AND DESIGNATED AS PART OF THE AREA OF COMMON RESPONSIBILITY)	OWNER RESPONSIBILITY (SUBJECT TO APPROVAL BY SANTA RITA REVIEWER)
Water, sewer, electrical lines and systems.	All other aspects unless maintained by a utility company or other regulatory authority.	All aspects for lines and systems located on and serving the Lots.
Heating and cooling systems and water heaters.	None.	All aspects.
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	Standards for location and appearance of cable and/or conduit.	All other aspects.
Television antennas and satellite dishes.	Standards for location and appearance of exterior mounted devices.	All other aspects.
Exterior painting.	Exterior painting as determined necessary or required by the Board in its sole and absolute discretion. The Association will have no obligation to provide periodic touch-ups to the exterior paint and the Board's determination will be final.	Periodic touch-ups and maintenance of the exterior paint. Touch-ups or maintenance of exterior painting performed by the Owner must be approved in advance by the Board.
Patios, balconies, porches, and decks.	None.	All aspects.
Any other component of a Dwelling and/or Lot not specifically listed in this Exhibit "A".	None.	All aspects.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner and levy an Individual Assessment against the Owner and the Owner's Lot for reimbursement of such costs.

EXHIBIT "B"

DESCRIPTION OF SERVICES PROVIDED TO PHASE 1, SECTION 7 SERVICE AREA

Services will be performed in the front and rear yards of each Service Area Lot. Access to each Service Area Lot is limited to Monday through Friday, between the hours of 7:00 a.m. until 6:00 p.m., and then only in conjunction with actual performance of Services. The "front yard" for purposes of the foregoing sentence will mean the portion of each Service Area Lot from the common or public driveway and/or sidewalk to the rear corner of the residence or the side fence-line (whichever is closer to the front) of each residence; the "rear yard" shall mean all other portions of the Service Area Lot. In the event of any disagreement of what constitutes the front yard of a Service Area Lot, the determination of the Association or its designee will be final. The Board, in its sole discretion, may, from time to time and at any time, make deletions, modifications, and changes to any of the Services being provided to the Service Area Lots. Notwithstanding any provision or description of Services herein to the contrary, Services will be provided in accordance with any applicable agreements with or requirements are imposed by governmental or regulatory authorities. Services will not commence as to a particular Dwelling and/or Lot until such time as a Service Area Lot has been conveyed to a third party upon which a Dwelling has been constructed and which has been occupied for single-family, townhome residential purposes.

Services:

1. Mow and edge all front, rear and side yard turf areas on an as-needed basis as determined by the Board (in its sole and absolute discretion). During the months of April through October of each year, mowing and edging will typically occur at least once per week.

2. Apply fertilizer to the front, rear and side yard turf areas on an as-needed basis as determined by the Board (in its sole and absolute discretion), which will typically occur three times per year; spring, summer, and fall.

3. Aerate front, rear and side yard turf area on an as-needed basis as determined by the Board in its sole and absolute discretion.

4. Manually and mechanically control weeds in the front, rear and side yard as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.

5. Irrigation of the front, rear and side yard on an as-needed basis, as determined by the Board.

6. Irrigation repair and maintenance of irrigation facilities for the front, rear and side yard.

7. Removing small [under four inches (4") in diameter] dead branches and trimming trees and shrubs up to a maximum height of six feet (6') (those not requiring a ladder for access or a chain saw for cutting) on an as-needed basis, as determined by the Board.

8. Other miscellaneous services, as determined by the Board (in its sole and absolute discretion).

The Association or its designated landscape company, from time to time, may provide each Owner with a schedule of dates on which front and rear yard lawn maintenance will be performed. Each Owner will be obligated to ensure access to the front and rear yards on the scheduled yard maintenance dates. Any alterations in the landscaping of the Service Area Lot by an Owner must be approved in writing by the Santa Rita Reviewer prior to the alterations being made. All pets shall be kept indoors or otherwise restrained so as to not in any way impede the completion of the Services on the designated day for the Services. Should an Owner's Service Area Lot not be serviced due to a pet left in the fenced yard area during such designated day, it will be the Owner's sole responsibility to contact the Association to reschedule the Services. The Owner will bear all costs associated with the rescheduling of any Services.

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Nancy E. Rister, County Clerk
Williamson County, Texas

2022109588 COND Total Pages: 33

After Recording Return To:
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Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH

DESIGN GUIDELINES

[Santa Rita Ranch, Phase 1, Section 7]

[TOWNHOMES]

EXECUTED to be effective the 13 day of Sept, 2022, by Declarant:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 13 day of September, 2022, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

_____
Notary Public, State of Texas

These Design Guidelines are hereby adopted by Santa Rita KC, LLC, a Texas limited liability company ("Declarant"), in accordance with *Section 6.04(b)* of Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Master Covenant"), and may be amended from time to time by Declarant as the Santa Rita Reviewer (as defined in the Master Covenant).

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I. Introduction

Any notice or information required to be submitted to the Santa Rita Reviewer under these Design Guidelines hereunder will be submitted to the Santa Rita Reviewer, c/o Brian Lott, 1700 Cross Creek Lane, Suite 100, Liberty Hill, Texas 78642.

A. Background

Santa Rita Ranch is a master planned community located in the Texas Hill Country in Williamson County, Texas ("**Santa Rita**"). Santa Rita includes various subdivisions and phases of development, including Santa Rita Ranch, Phase 1, Section 7, a subdivision located in Williamson County, Texas, according to the map or plat recorded in Document No. 2022064359 in the Official Public Records of Williamson County, Texas ("**Phase 1, Section 7**"), that is a part of the subdivision known as "Santa Rita Ranch" (the "**Community**"). The Community, and the residences within the Community, should be reflective of the natural beauty of the Hill Country. The Community consists of Development Areas that are subject to the terms and provisions of the Santa Rita Ranch Amended and Restated Master Covenant, recorded under Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Master Covenant**"), and a Development Area Declaration for each particular Development Area. The Master Covenant and each Development Area Declaration include provisions governing the construction of Improvements and standards of maintenance, use and conduct for the preservation of Santa Rita and the Community.

Phase 1, Section 7 was made subject to that certain Santa Rita Ranch Development Area Declaration for Santa Rita Ranch, Phase 1, Section 7 [*Townhomes*], recorded as Document No. 2022109226 in the Official Public Records of Williamson County, Texas, as may be amended from time to time (the "**Development Area Declaration**"), through a Notice of Applicability, and is subject to the terms and provisions of these Design Guidelines

B. Santa Rita Reviewer and Review Authority

The **Santa Rita Reviewer** consists of members who have been appointed by **Santa Rita KC, LLC**, a Texas limited liability company (the "**Declarant**"). As provided in Article 6 of the Master Covenant, Declarant has a substantial interest in ensuring that Improvements within the Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of Santa Rita and the Community. As a consequence thereof, the Santa Rita Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or the Santa Rita Master Community, Inc., a Texas nonprofit corporation (the "**Association**").

Article 6 of the Master Covenant includes procedures and criteria for the construction of Improvements within Santa Rita and the Community. Section 3.01 of the Development Area Declaration provides that any and all Improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Design Guidelines, and Section 6.03 of the Master Covenant and Section 3.01 of the Development Area Declaration provides that no Improvements may be constructed without the prior written approval of the Santa Rita Reviewer.

These Design Guidelines will apply only to Lots within Phase 1, Section 7 within the Community that will be used for residential purposes.

II. Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Santa Rita, including, but not limited to federal, state, county and local requirements, universal building codes, if adopted, as well as the applicable Chisholm Trail Special Utility District (the **"Chisholm Trail SUD"**) or the Municipal Utility District No. 19A (the **"MUD"**) rules, regulations, fees, permit and inspection requirements. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement that may be applicable to a Lot within Santa Rita. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Santa Rita Reviewer for approval. Furthermore, approval by the Santa Rita Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot.

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

III. Interpretation

In the event of any conflict between these Design Guidelines and a Development Area Declaration, the Development Area Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in a Development Area Declaration.

IV. Amendments

During the Development Period, the Declarant, acting alone, may amend these Design Guidelines. Thereafter, the Santa Rita Reviewer may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Williamson County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

V. Architectural Review Overview

A. Objective

The objective of the review process is to promote aesthetic harmony in Santa Rita and the Community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

B. Responsibility for Compliance

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

C. Inspection

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

D. Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein.

VI. Architectural and Aesthetic Standards

A. Plan Repetition

Plan Repetition for Phase 1, Section 7 shall be as follows:

2 Lots between same Building type and color combination
Across street and 2 over for same Building type and color combination

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

B. Stone, Trim and Brick Repetition

For repetition information, see *Section VI, Subsection A,* entitled "Plan Repetition."

The Santa Rita Reviewer may, in its sole and absolute discretion, deny proposed stone, trim or brick for a particular Lot if substantially similar stone, trim or brick exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Santa Rita Reviewer may adopt additional requirements concerning substantially similar stone, brick and masonry materials and color schemes constructed in proximity to each other.

C. Siding and Masonry

All building materials must be approved in advance by the Santa Rita Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

Masonry will be required on the front elevation and on the first floor of each side elevation. Masonry shall consist of brick, stone and stucco.

Exceptions:

- Main Arterials or Collector Roads. Along any main arterial:
    - Back facing residences must have: (i) one hundred percent (100%) masonry along the back of the residence on the first story; and (ii) elevated features are required along the second story, e.g. shutters, pop out windows, etc.
    - Side facing residences must consist of one hundred percent (100%) masonry.
    - Submittals to the Santa Rita Reviewer shall include drawings of the rear elevation for any two-story residences.

- Corner Lots. On all corner Lots, the side of the residence facing the street must consist of one hundred percent (100%) masonry.

- Cementitious Materials and Stucco. Cementitious materials are not considered masonry; however, in areas where it is not structurally feasible to support brick or stone or where siding is otherwise approved by the Santa Rita Reviewer, then such siding must be "fiber cementitious."

  In an effort to allow for varied architectural elements, up to twenty percent (20%) of the front elevation of a residence can be made of board and batten siding or shingle style siding provided it is fiber cementitious. Any siding installed where it is not structurally feasible to support brick or stone will be counted toward this allowance if additional siding is used on the front elevation.

  The Santa Rita Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.

- Certain Architectural Styles. When an architectural style (Modern Farmhouse, Hill Country, Transitional, as examples) is designed with siding as an integral element and is submitted as a master plan, the Santa Rita Reviewer may approve the elevation with less than required masonry.

- Masonry Calculation. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry and shall be deducted from the calculation of the minimum percentage of masonry requirement.

- Exposed Foundations. Exposed portions of the foundation on any sides of the residence visible from the street must be concealed by extending the exterior stone or brick to within at least twenty-four inches (24") of the finished grade. Remaining exposed slab area must be underpinned.

- Projections. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Santa Rita Reviewer.

- Prohibited Elements:
    - Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
    - Mirrored glass.

- No vivid/bright colors.
- Gray brick.

D. Square Footage

- Calculation. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

- Minimum Prohibited. In no event, however, shall any Structure consisting of two (2) Dwellings contain a total square footage of less than three thousand (3,000) square feet across the two (2) adjacent Lots.

E. Temporary/Accessory Structures

Detached accessory structures such as cabanas, garden buildings, detached garages, storage buildings or guesthouses are prohibited within Santa Rita Ranch Phase 1, Section 7.

F. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Santa Rita Reviewer prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Santa Rita Reviewer, no building or residential structure may exceed thirty-six feet (36') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

- Eaves. In addition, the height of any eave on any structure may not exceed thirty-five feet (35') above the natural grade (as measured from the center point of the residence finished floor elevation) at any point on the exterior wall of the residence.

- **Views. Views are neither guaranteed, preserved nor protected within Santa Rita.**

G. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Santa Rita Reviewer, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Santa Rita Reviewer.

- Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the residence with a pitch of no less than 5:12 and no more than 12:12, unless otherwise approved in advance by the Santa Rita Reviewer. The roof pitch of dormers, porches and other

similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Santa Rita Reviewer.

- Accepted Roof Materials: Roofing materials shall be limited to approved earthen colored non-reflective metal, clay, tile or three-dimensional composition shingles with a rating of thirty (30) years or more that conform to or exceed applicable local, FHA and VA requirements.

- Energy Efficient Roofing. In addition, roofs of buildings may be constructed with **"Energy Efficient Roofing"** with the advance written approval of the Santa Rita Reviewer. For the purpose of this Section, "Energy Efficient Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

- The Santa Rita Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the Community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Documents. In conjunction with any such approval process, the Owner should submit information that will enable the Santa Rita Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the residence and shall be fiber cement siding or masonry (stone, brick or stucco) matching with the same permitted colors and materials as permitted on the body of the residence.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Santa Rita Reviewer.

- Prohibited Elements:

    - Excessively pitched roofs.
    - Mansard, gambrel or chalet roofs.
    - Flat roofs (less than 3:12).
    - Roofs that are too steep or too shallow for the style of the residence.
    - Shed roofs except as incidental to the main roof.
    - Glossy metal and/or reflective materials or bright colors.
    - Natural or silver Galvalume.
    - Roof vents on the front plane of the residence.
    - Stove-pipe chimneys, prominent chimneys or other random roof penetrations.
    - White or bubble skylights.

H. Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Santa Rita Reviewer.

- Finishes. All driveways shall be surfaced with brushed concrete or salt finish. Asphalt driveways are prohibited.

- Features. Drives shall intersect the street at as close to ninety (90) degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Santa Rita Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Santa Rita Reviewer.

- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

I. Sidewalks

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Santa Rita Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat, approved subdivision plans, the Documents or any other requirements in conjunction with and at the time of construction of the residence thereon

- Pedestrian Sidewalks. Sidewalks that run generally parallel with the street and are considered part of the overall Community sidewalk or trail system are "**Pedestrian Sidewalks**." Pedestrian sidewalks must be constructed in accordance with the approved subdivision plans. Pedestrian sidewalks shall be surfaced with brushed concrete.

- Lead Walk. The portion of sidewalk that may connect from the Pedestrian Sidewalk to the residence is called the "**Lead Walk**." Lead Walks may be surfaced with brushed concrete or exposed aggregate or other surfaces as may be approved by the Santa Rita Reviewer.

- Compliance. All Pedestrian Sidewalks must comply with designated widths of four feet (4') on neighborhood streets, and must comply with all Applicable Law.

J. Garages

All garages shall be approved in advance of construction by the Santa Rita Reviewer.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles.

- Features. Interior walls of all garages must be finished with sheetrock and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers.

- Prohibited Elements:

    - Carports.
    - Open (not enclosed) automobile storage.

K. **Exterior Lighting**

Exterior lighting must be approved in advance by the Santa Rita Reviewer.

- Brightness. Exterior lights shall be hooded and downward-shielded. Exterior lights whose direct source is visible from a street or neighboring property or which produce excessive glare to pedestrian or vehicular traffic will not be allowed. Exterior mounted lamp housings must shield the lamp from view and the direct light.

- Number. The number of exterior lights for a residence and the landscape may be limited in order to prevent excessive lighting. When exterior lights are being installed on a Lot, a night time inspection and written approval by the Santa Rita Reviewer may be required prior to final installation.

  Two (2) dusk to dawn exterior light fixtures to be installed on the front of each residence with each side of the garage door being the preferred location.

- Prohibited Elements:

    - Use of other than white or color corrected high intensity lamps and exterior lights (except holiday lighting that may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
    - Exterior lights the color of which exceeds 3200k.
    - Sodium, mercury vapor, or bare HID yard lights.

L. **Setbacks**

- Rear Setbacks. Without written approval from the Santa Rita Reviewer, no Improvements shall be constructed within a ten foot (10') rear setback area that is measured from the rear boundary line of each Lot; provided, however, such prohibition shall not apply to the maintenance or repair of any existing walls or fencing within such setback area.

M. **Address Markers and Mailboxes**

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided for Phase 1, Section 7 for mail pick-up and delivery.

N. **Solar Energy Devices**

The requirements for the installation of Solar Energy Devices are set forth in the Development Area Declaration.

O. Satellite Dishes

The requirements for the installation of Satellite Dishes are set forth in the Development Area Declaration.

P. HVAC Screening

Air conditioning compressors and pool equipment shall be enclosed by a landscape or structural screening element installed or constructed of materials approved by the Santa Rita Reviewer.

Q. Signage

The signage requirements are set forth in the Development Area Declaration.

R. Aesthetic Appeal

The Santa Rita Reviewer may disapprove the construction or design of a residence on purely aesthetic grounds. Any prior decisions of the Santa Rita Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Santa Rita Reviewer feels that the repetition of such actions would have any adverse effect on Santa Rita and/or the Community.

VII. Landscape Guidelines

A. Landscape

All landscapes and landscaping must meet the guidelines set forth herein, including the Chisholm Trail Special Utility District Landscaping Plans attached hereto as Attachment 1. An approved list of plants and turf is set forth on Attachment 2. For additional design ideas, visit the Chisholm Trail SUD Landscape Laboratory in Florence or the Lady Bird Johnson Wildflower Center in Austin.

- Plans. No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to landscaping plans without submission to the Santa Rita Reviewer for approval. Otherwise, plans otherwise in compliance with these guidelines shall be deemed approved without submission of Lot-specific landscape plans. Landscape installation must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the residence and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses that are commonly used in Central Texas for landscaping purposes as set forth on the approved list of plants. Emphasis is placed on utilizing native plants that are drought tolerant as well as deer resistant. Landscaping on each Lot must include the installation of at least one (1) three-inch (3") caliper tree. A minimum of two inches (2") of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of four inches (4") of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new residences must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be

completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Santa Rita Reviewer but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

- Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Santa Rita Reviewer. Sculptures and fountains are subject to approval by the Santa Rita Reviewer.

- Reservation of Future Approvals. The Santa Rita Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Prohibited Elements.

    - Rock or crushed rock as a ground cover (unless approved in advance by the Santa Rita Reviewer).
    - St. Augustine Grass.

B. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the Community and the environment of Santa Rita.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the lot that is allowed for construction of improvements as defined by the setbacks of the lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers. In the area outside the Building Envelope, a Specimen Tree that is twelve inches (12") or larger in diameter measured twenty-four inches (24") off the ground must be flagged and approved in writing by the Santa Rita Reviewer prior to removal. Within the Building Envelope, a Homebuilder shall have the right to remove any Specimen Tree less than eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground. Within the Building Envelope, a Specimen Tree greater than or equal to eighteen inches (18") in diameter as measured twenty-four inches (24") off the ground shall require prior written approval from the Santa Rita Reviewer before removal.

- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

    - Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
    - Oak tree pruning is discouraged from February 1st to June 15th.
    - Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
    - All firewood shall be covered.

C. Irrigation

The Santa Rita Reviewer must approve all irrigation systems prior to installation.

- Yard Requirements. Yard irrigation systems are not required; however, if installed, the system must be installed in such a manner as to require a five-foot (5') perimeter encircling the residence constructed on a Lot. All irrigation systems, if installed, must be installed and maintained by a Texas Commission on Environmental Quality ("**TCEQ**") licensed irrigator.

- Features. Backflow prevention devices are required and must be installed and maintained in accordance with TCEQ regulations. The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements. Rain sensors are required on all irrigation systems.

- Inspections. Yearly inspections by a licensed TCEQ Backflow Prevention Assembly Tester must be performed on all backflow prevention devices.

- Drought Management Plans. Drought management plans may be implemented, as necessary, by Santa Rita, the MUD, the Chisholm Trail SUD or other governmental authority.

- Chisholm Trail SUD Water Conservation Requirements. The Chisholm Trail SUD requires certain additional water conservation restrictions that are applicable to and govern water conservation practices within the Community. These restrictions are listed on Attachment 1.

D. Rainwater Harvesting Systems

The requirements for the installation of Rainwater Harvesting Systems are set forth in the applicable Development Area Declaration, subject to the following limitations: (i) only two (2) fifty-five (55) gallon tanks shall be permitted which must be two feet (2') in diameter and four feet (4') in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

E. Landscape Inspection

The Santa Rita Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

F. Drainage

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Santa Rita Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

G. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Santa Rita Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the Lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Santa Rita Reviewer.

- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right-of-way must be submitted to the Santa Rita Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.

- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.

- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Santa Rita Reviewer, all lots backing up to a greenbelt must utilize powder coated steel or ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt, unless specified differently in writing at the sole discretion of the Santa Rita Reviewer.

- Construction. All wood fencing shall be constructed using one inch by four inch (1" x 4") vertical pickets and be approved in advance by the Santa Rita Reviewer. All fencing visible from any street shall be installed with good side out, capped and stained, including corner lots. In addition, corner lots require stone columns as specified by the Declarant, in its sole and absolute discretion. On any Lots backing up to main arterials, stone, masonry or concrete fencing shall be installed by the Declarant.

- Side Return Fence. On all Lots the side return fence that is from the Lot line to the primary residence shall be six-foot (6') black powder coated steel or black ornamental wrought iron with a thirty-six-inch (36") gate of the same material.

- Setbacks. Any side yard fence at the point where it connects to the residence must be setback a minimum of fifteen feet (15') from the front corner of the residence and a minimum of ten feet (10') from the back corner of the residence. All side yard fences must be installed so that they are perpendicular to the residence unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. Any part of the wood fencing that is visible from any street must be stained and shall be routinely re-stained (no less than every four years) in the approved stain color by the Santa Rita Reviewer. Either the Santa Rita Reviewer, the Association or both shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Master Covenant. The approved stain is Sherwin Williams No. 7739 (Herbal Wash).

- Prohibited Elements:

    - Shadowbox or "Pallet" type fencing.
    - Fencing of front yards.
    - Solid walls enclosing an entire site.

H. Pools, Spas and Hot Tubs

The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the Santa Rita Reviewer.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three feet (3') of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Santa Rita Reviewer.

- Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Santa Rita Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement. A swimming pool, spa or hot tub drain with a backwash filtering system may not be discharged into the sanitary sewer without the advance written approval of the MUD operator. Additional connection and/or service and permit fees may be required to be paid to the MUD.

- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the residence).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Santa Rita Reviewer in the case of greenbelts/open spaces.

I. Playscapes, Trampolines and Sport Courts

Playscapes, recreational or sport courts and trampolines must be approved in writing by the Santa Rita Reviewer prior to the commencement of construction or placement.

- Features. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

- Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

- Prohibited Elements.

    - Direct or indirect lighting of the playscape, trampoline or sport court.
    - Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.
    - Tennis courts.

VIII. Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Santa Rita. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

A. Erosion Control Installation and Maintenance

Upon written approval by the Santa Rita Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

    - **Sediment Removal. Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately**. If for any reason the silt fence is to be temporarily removed, a representative of the Santa Rita Reviewer must be contacted prior to the removal.

B. Security

Neither the Santa Rita Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Williamson County Sheriff's Department and then notify the Santa Rita Reviewer.

C. Construction Hours

Unless a written waiver is obtained from the Santa Rita Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 9:00 a.m. until 6:00 p.m.

- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

D. Noise, Animals, Children

The use of all music devices and noise must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs or children under sixteen (16) years of age to construction sites.

E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

F. Insurance

The Santa Rita Reviewer may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Santa Rita Reviewer as additional insureds in an amount to be determined, from time to time, by the Santa Rita Reviewer.

G. Site Cleanliness

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

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a residence is being constructed next to an existing occupied residence.

- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The Santa Rita Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Santa Rita Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. **The dumping, burying or burning of trash is not permitted anywhere in Santa Rita or the Community**.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site.

I. Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within Santa Rita or the Community.

J. Schedule of Construction Fines

Periodic inspections by a representative of the Santa Rita Reviewer may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy in the Policy Manual (as defined in the Master Covenant).

IX. Plan Review Process

The construction or installation of any improvements, changes to existing improvements, or the reconstruction of improvements, will require the submission of plans and specifications for approval of the Santa Rita Reviewer before any such construction or installation activity is commenced. The Santa Rita Reviewer may waive plan and specification requirements for certain modifications or improvements at its discretion.

A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Santa Rita Reviewer:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple residences that will be allowed to be built by each Homebuilder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific residence on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with the residence siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular residence.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 3 must be submitted to the Santa Rita Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Santa Rita Reviewer.

B. Timing

The Santa Rita Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

ATTACHMENT 1

CHISHOLM TRAIL S.U.D. WATER CONSERVATION REQUIREMENTS

Chisholm Trail Special Utility District

Xeriscape

Xeriscape means "water and energy conservation through creative landscaping." "Xeros" is Greek and comes from the word "dry".

Tel: (254) 793-3103

Esperanza (Yellow Bells)

Knockout Rose

Texas Mountain Laurel

Rock Rose

Chisholm Trail Special Utility District

P.O. Box 249
851 FM 970
Florence, TX 76527

Phone: (254) 793-3103
Fax: (254) 793-3100
www.ctsud.org

Xeriscape Benefits

Attractive Landscapes

- Xeriscape gardens are not only rock and cacti.
- They can provide you color all year, like an excellent environment for wildlife.
- They have an attractive, conventional look.
- Save you money, water, and work.

Less Maintenance

- Xeriscape gardens, because they are efficient in the conservation of water and energy, require less maintenance and need less fertilizer and chemicals than a traditional garden.
- Xeriscape plants save you money, water, and work.

Energy Conservation

- The costs of heating and air conditioning can be reduced considerably with proper orientation of the house and with a strategic location of the plants that block the wind and the Sun.
- Xeriscape gardens save you money, water, and work.

Pest Tolerant

- Most xeriscape plants are highly tolerant to diseases and are also resistant to most harmful insects.
- Xeriscape plants save you money, water, and work.

Drought Resistant

- Once established, xeriscape plants can survive with minimum water and become highly tolerant to droughts.
- Xeriscape plants save you money, water, and work.

Xeriscape Principles

1) Planning and Design (The first and most important step)

- Consider the place where you will make the garden, existing vegetation, topography, and plant distribution according to the water requirements.
- Planning allows you to build your garden in stages, when time and money permits.
- Garden planting can be done by yourself or by a professional gardener.

2) Improving the Soil

- Soil can vary from one site to another, even on the same land. A garden soil analysis can provide valuable information to assist with plant selection and necessary fertilizers.
- Proper use of additives, such as nutrients, and organic materials improves drainage, penetration of moisture and soil, and water retention, therefore, allowing healthy plant growth

3) Appropriate Plant Selection

- The selection should be based on the ability of plants adapted to the chosen ground, color, texture, and final size of the plant.
- The plants must be distributed to obtain the desired aesthetic effect and should be grouped according to the respective needs of water.

Red Yucca

4) Practical Lawn Areas

- The type and location of the grass must be the same way as with other plants.
- The grass must be treated as another garden element and be located where it can irrigate separately.

5) Efficient Irrigation

- Water plants only when they need it, deep water to stimulate root growth and to make plant growth healthier and more resistant to drought.
- Do not water on real hot or windy days.
- If you install an irrigation system, make sure the design is desirable and handle it in such a way that it would reduce the waste of water.

6) Mulch Use

- Mulch, when applied and maintained at depth in the gardens can help soil retain moisture, reduce the growth of weeds, and prevent erosion.
- Mulch can be used in places where conditions are not suitable for the growth of good grass and other vegetation.
- Mulch is typically made up of pieces of wood, sawdust, pine needles, nut rinds, small stones and leaves or garden waste.

7) Proper Maintenance

- Do not cut grass less than 1/3 of original grass height.
- Fertilize with moderation, remove weeds, and fan the garden regularly.
- Build small barriers to retain water around large plants and trees.
- A xeriscape type garden is healthier and uses a minimum amount of water, fertilizer, pesticides and other chemicals needed to keep the plants healthy.

Water Conservation Measures
Chisholm Trail S.U.D.

A. Landscape irrigation systems shall not be mandatory.

B. The use of subsurface drip irrigation is encouraged but not required.

C. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 10,000 square foot maximum in aggregate including irrigated yard/lawn beds and planter beds. The foundation footprint may include both the house and the garage, but not the driveway or patio.

D. Irrigated turf and/or ornamental common areas at subdivision entryways and street intersections shall follow the requirements outlined below:
   1. Irrigated subdivision entryway landscaping shall not exceed 6,000 square feet, with a limit of two (2) irrigated entranceways per subdivision.
   2. Irrigated landscaping areas at intersections within the subdivision shall not exceed 1,000 square feet each, with a maximum of one irrigated street intersection per 200 subdivision lots.

E. No more than fifty percent of the landscape should be planted in turf. Builders and owners are encouraged to use St. Augustine turf only in shaded areas. Builders and owners will reuse native soils whenever possible.

F. Shrubs and flowers should be selected from native and adapted plant list approved by the Chisholm Trail S.U.D. or Williamson County.

G. All irrigated and newly planted turf areas and planter beds shall have a minimum soil depth of 6 inches, and 12 inches, respectively. Builders and owners will import soil, if needed, to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

H. Topsoil that is added to the site shall be incorporated in a 2 to 3 inch scarified transition layer to improve drainage.

I. Landscape irrigation systems, if installed, shall be required to include the following water conservation features:
   1. Rain and soil moisture sensors –
      a. Soil moisture sensors shall be installed at the following locations:
         For lawn/grass areas - one soil moisture sensor, located within the grass-root zone, shall be installed for each 5,000 square feet, or part thereof, of grass landscape area

         For planter beds - one soil moisture sensor, located within the ornamental plant root zone, shall be installed for each 1,000 square feet, or part thereof, of planter bed area.

b. Automatic irrigation systems shall not operate within 3-calendar days following a 0.5-inch or greater rainfall event, as measured by one (1) or more sensor located within the boundary of the irrigation system; and

c. Automatic irrigation systems shall not operate if soil moisture content within the root zone is 50-percent or greater, as measured by one (1) or more sensor located within the boundary of the irrigation system.

2. Backflow prevention device shall be installed in accordance with applicable Chisholm Trail S.U.D. rules and regulations and state laws.

3. Pressure reducing valve and/or remote control valves shall be installed for each automatic sprinkler system which receives ambient system supply side pressure of greater than 80 psi. Automatic sprinkler systems shall not operate at point of application pressure of greater than 80 psi.

4. Zoning of irrigation system shall be based on plant water requirements.

5. Irrigation systems shall not overspray onto hardscapes, driveways, sidewalks, and/or streets.

6. Low flow (i.e., less than 0.5 gpm per head) irrigation application systems shall be installed in areas less than 10 feet wide, such as median strips, and parking islands.

J. Contractors installing irrigation systems must provide system design plans to the homeowner/property owner. Irrigation scheduling/water cycles shall be posted in or near the irrigation controller box. This schedule must be made available to Chisholm Trail S.U.D. for review, upon request.

K. Irrigation systems installed in public/common areas shall be monitored once a month by the owner of such systems. Any required repairs or system adjustments shall be made within 3-calendar days of noting the need for system repairs or adjustments.

L. Irrigation of common areas shall occur only between the hours of 7:00 P.M. and 10:00 A.M., unless otherwise restricted or curtailed by Chisholm Trail S.U.D. water conservation and drought restrictions. There shall be NO WATERING between the hours of 10:00 AM and 7:00 P.M. unless irrigation of reclaimed water during the day is necessary to meet regulatory requirements.

ATTACHMENT 2

APPROVED PLANT LIST

The following list of plants is composed of selected native and adaptive plant material suitable for plant material in the Community. This list is recommended but is not all-inclusive. All plants selected for installation must be approved by the Santa Rita Reviewer.

Canopy Trees		
Scientific Name:	Common Name:	
Acer grandidentatum	Bigtooth Maple	fall color
Carya illinoinensis	Pecan	tree litter
Fraxinus texensis	Texas Ash	
Juglans microcarpa	Texas Black Walnut	
Pistacia chinensis	Chinese Pistache	fall color
Pitatacia texensis	Texas Pistache	
Platanus occidentalis glabrata	Sycamore	moist areas
Populus deltoides "Cottonless"	Cottonwood	
Quercus muhlenbergii	Burr Oak	
Quercus glaucoides	Lacey Oak	
Quercus pungens "Vaseyana"	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassiflolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia "Drake"	Drake Elm	fast growing
Ornamental Trees		
Scientific Name:	Common Name:	Comments
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crategus reverchonii	Reverehon Hawthorn	

Crategus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koelreuteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorosis
Prunus serotina "eximia"	Escarpment Black Cherry	
Pyrus calleryana "Bradford"	Bradford Pear	white flower, formal
Rhamnus Caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun
Shrubs		
Scientific Name:	Common Name:	Comments:
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasylirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp.	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendeus	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria "Nana"	Dwarf Yaupon	sun/shade

Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas shade	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	sun/drought/DR
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR
Groundcovers		
Scientific Name:	Common Name:	Comments:
Achillea millefolium	Yarrow	full sun/shade/DR
Adiantum capillus-vencris	Maidenhair Fern	moist areas/shade
Ajuga reptans	Ajuga	shade/DR
Aquilegia canadensis	Columbine	shade
Cyrtomium falcatum	Holly Fern	shade/moist/DR
Dryopteris spp.	Wood Fern	shade/moist/DR
Hedera helix	English Ivy	shade
Juniperus conferta "Blue Pacific"	Shore Juniper	sun/DR
Liriope muscari	Liripoe	sun/shade
Lonicera sempervirens	Coral Honeysuckle	sun/shade
Mahonia repens	Creeing Mahonia	shade
Nolina texana	Bear grass	sun/DR
Ophiopogon japonicus	Monkey Grass	shade/DR
Pavonia lasiopetala	Pavonia	sun
Phlox drummondii	Drummond's phlox	sun
Phlox subulata	Thrift	sun
Poliomentha longiflora	Mexican Oregano	sun/DR
Rosmarinus officinalis "prostratus"	Trailing Rosemary	sun/DR
Salvia farinacea	Mealy Sage	sun/DR
Salvia greggii	Cherry Sage	sun/DR

Salvia romeriana	Cedar Sage	sun/DR
Santolina chamaecyparissus	Gray Santolina	sun/drought/
Santolina virens	Green Santolina	sun/drought tolerant
Tradescantia spp.	Spiderwort	shade
Verbena bipinnatifida	Prairie Verbena	sun/DR
Verbena elegans "asperata"	Hardy Verbena	sun/DR
Vinca major	Bigleaf Periwinkle	dry shade
Yucca rupicola	Twisted-leaf Yucca	sun/drought/DR

Grasses		
Scientific Name:	Common Name:	Comments:
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon Scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracillis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp.	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp. "Arid"	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis "zebrinus"	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St. Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp.	Zoysia Grass	
Vines		
Scientific Name:	Common Name:	Comments
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium Sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate

Parthenocissus quinquefola	Virginia Creeper	shade
Annuals		
Winter/Spring:	Spring/Summer:	Summer/Fall
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		
Poppy		Caldium
Primula		Chrysanthemum
Snapdragon		Coleus
Tulip (bulb)		Impatiens
Ornamental Pepper		Marigold
Dianthus		Periwinkle
		Phlox
		Portulaca
		Purslane
Legend For Approved Plant List:		
Full sun/sun	sun-loving plant	
Shade	shade-loving plant	
Moist	moist-loving plant	
Drought/drought tolerant	plants generally able to survive on less supplemental water and better able to withstand droughts	
Fall color	fall leaf color	
DR	deer resistant plants unpalatable enough to be left alone as long as other food is available	
Ornamental	showy plant	
NOTE: The following plants/shrubs/trees are prohibited		
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant

		which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

ATTACHMENT 3

SANTA RITA RANCH
FINAL PLAN APPLICATION

Deliver to:
Santa Rita Reviewer c/o _____ Phone: ( ) ____-_____
_____, Texas _____ Fax: ( ) ____-_____

Date:_____
Lot:_____ Block:_____ Phase:_____ Section:_____
Plan #:_____ Bedrooms:_____ Baths:_____
Address:_____

Standard Plans Attached: (Please Circle) Yes/Previously Submitted
If yes, please indicate if the plans include elevations for multiple residences being requested. Indicate any requested alterations or changes to the plans:

_____.

Site Plan Attached: (Please Circle) Yes/Previously Submitted

If yes, please indicate whether plans include the following:

- ☐ 1"= 20' or larger scale, as appropriate to the acreage
- ☐ Site dimensions
- ☐ Existing Contours
- ☐ Calculation of Masonry Percentage
- ☐ Masonry Description, sample and color
- ☐ Roof Material and Pitch
- ☐ Color palette (trim, doors, garage, etc.)
- ☐ Square Footage of all enclosed improvements
- ☐ Property lines
- ☐ Chemical toilet location
- ☐ Trees to Remain
- ☐ Trees to be removed
- ☐ Silt fence location
- ☐ Sidewalk location
- ☐ Building setbacks
- ☐ Building location labeled with floorplan reference and noting any proposed revisions to previously approved plans or elevations
- ☐ Proposed finished floor elevation
- ☐ Easements
- ☐ Utility connections at the street and residence with proposed trench locations
- ☐ North arrow
- ☐ Driveway and sidewalk locations and materials
- ☐ Proposed perimeter fence and retaining wall locations including material and height
- ☐ Any anticipated accessory development such as pools, cabanas, guesthouse

1st Floor Masonry %_____ 2nd Floor Masonry %_____
Chimney: (Please Circle) Yes/No_____Masonry_____Fiber Cement
Fencing Type: _____
Stone Type and Color:_____
Brick Manufacturer and Color:_____
Stucco Color:_____
Roof Pitch:_____Roof Color:_____Year dimensional shingle
Paint Color:_____

Fill in the information if different from color above:
Trim Color:_____ Door Color:_____
Shutters Color:_____ Garage Color:_____
Square Footage of Residence:_____

Landscape Diagram Attached: (Please Circle) Yes/Previously Submitted
Front Retaining Wall: (Please Circle) Yes/No **Deck:** Yes/No **Patio:** _____ square feet

If yes, please indicate whether plans include the following:

- ☐ Property Lines with dimensions
- ☐ Utility boxes and screening
- ☐ Drives, parking areas and walks
- ☐ Residence and accessory structures
- ☐ Easements
- ☐ Boundaries of turf areas with type of turf noted
- ☐ Locations of all proposed plants
- ☐ Plan legend including species, quantity and sizes at time of planting
- ☐ Fence location and materials
- ☐ Proposed landscape lighting (if any)

Planting Materials:
Trees: _____ Bushes: _____
Shrubs: _____ Grass: _____
Additional landscape improvements that may be specific to the particular residence: _____
_____

Comments:_____

Homebuilder Name:_____
By:_____

APPROVED BY:
Santa Rita Reviewer: _____ (signature)
Approval Date:_____

① Winstead PC
E 401 Congress Ave
Suite 2100
Austin, TX 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2022109588

COND Fee: $150.00
09/21/2022 10:32 AM MOLIVARES

THE STATE OF TEXAS · WILLIAMSON COUNTY ·

Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2022126274
Williamson County, Texas Total Pages: 7

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

SANTA RITA RANCH

SANTA RITA RANCH

FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANTA RITA RANCH

SANTA RITA RANCH *[Residential]*
SANTA RITA RANCH *[Residential FR]*
SANTA RITA RANCH *[Age-Restricted]*
SANTA RITA RANCH *[AQ – 55 and Over]*
SANTA RITA RANCH *[Middlebrook Ranch Section 1]*
SANTA RITA RANCH *[Middlebrook Ranch Section 2]*
SANTA RITA RANCH *[Terra del Sol at Santa Rita Ranch West Phase 1 Section 1]*
SANTA RITA RANCH SOUTH, SECTION 3A
SANTA RITA RANCH SOUTH, SECTION 4A
SANTA RITA RANCH SOUTH, SECTION 4B
SANTA RITA RANCH SOUTH, SECTION 5A
SANTA RITA RANCH SOUTH, SECTION 6
SANTA RITA RANCH, PHASE 1, SECTION 7 *[Townhomes]*
SANTA RITA RANCH SOUTH, SECTION 7A
SANTA RITA RANCH SOUTH, SECTION 7C
SANTA RITA RANCH, PHASE 1, SECTION 8
SANTA RITA RANCH SOUTH, SECTION 8A
SANTA RITA RANCH SOUTH, SECTION 8B
SANTA RITA RANCH SOUTH, SECTION 9A
SANTA RITA RANCH SOUTH, SECTION 9B
SANTA RITA RANCH SOUTH, SECTION 9C
SANTA RITA RANCH SOUTH, SECTION 11
SANTA RITA RANCH SOUTH, SECTION 13
SANTA RITA RANCH SOUTH, SECTION 14
SANTA RITA RANCH SOUTH, SECTION 15
SANTA RITA RANCH SOUTH, SECTION 16 *[Townhomes]*
SANTA RITA RANCH SOUTH, SECTION 17

Williamson County, Texas

Cross-reference to Santa Rita Ranch Amended and Restated Master Covenant recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as may be amended from time to time.

SANTA RITA RANCH

SANTA RITA RANCH
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATIONS OF CONDITIONS, COVENANTS AND RESTRICTIONS

This First Amendment to Development Area Declarations of Conditions, Covenants and Restrictions for Santa Rita Ranch for Residential; Residential FR; Age-Restricted; AQ – 55 and Over; Middlebrook Ranch Section 1; Middlebrook Ranch Section 2; Terra del Sol at Santa Rita Ranch West Phase 1 Section 1; Section 3A; Section 4A; Section 4B; Section 5A; Section 6; Phase 1, Section 7 *[Townhomes]*; Section 7A; Section 7C; Phase 1, Section 8; Section 8A; Section 8B; Section 9A; Section 9B; Section 9C; Section 11; Section 13; Section 14; Section 15; Section 16 *[Townhomes]*; and Section 17 (this "**Amendment**") is made by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously executed and recorded that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674, Official Public Records of Williamson County, Texas, as amended (the "**Master Covenant**").

B. The Declarant previously executed and recorded that certain: (1) Amended and Restated Development Area Declaration for Santa Rita Ranch *[Residential]*, recorded as Document No. 2020027754, Official Public Records of Williamson County, Texas; (2) Development Area Declaration for Santa Rita Ranch *[Residential FR]*, recorded as Document No. 2021161572, Official Public Records of Williamson County, Texas; (3) Development Area Declaration for Santa Rita Ranch *[Age-Restricted]*, recorded as Document No. 2016068328, Official Public Records of Williamson County, Texas; (4) Development Area Declaration for Santa Rita Ranch *[AQ – 55 and Over]*, recorded as Document No. 2021161370, Official Public Records of Williamson County, Texas; (5) Development Area Declaration for Santa Rita Ranch [Middlebrook Ranch Section 1] *"Middlebrook at Santa Rita Ranch"*, recorded as Document No. 2013033550, Official Public Records of Williamson County, Texas, as amended; (6) Development Area Declaration for Santa Rita Ranch [Middlebrook Ranch Section 2] *"Middlebrook at Santa Rita Ranch"*, recorded as Document No. 2013034143, Official Public Records of Williamson County, Texas, as amended; (7) Development Area Declaration [Terra del Sol at Santa Rita Ranch West Phase 1 Section 1], recorded as Document No. 2018038932, Official Public Records of Williamson County, Texas; (8) Amended and Restated Development Area Declaration *[Santa Rita Ranch South Section 3A]* "Santa Rita Ranch South", recorded as Document No. 2015032221, Official Public Records of Williamson County, Texas, as amended; (9) Development Area Declaration *[Santa Rita Ranch South Section 4A]*, recorded as Document No. 2015032336, Official Public Records of Williamson County, Texas, as amended;

(10) Development Area Declaration [Santa Rita Ranch South Section 4B] *"Santa Rita Ranch South"*, recorded as Document No. 2017066855, Official Public Records of Williamson County, Texas, as amended; (11) Development Area Declaration [Santa Rita Ranch South Section 5A] "Santa Rita Ranch South", recorded as Document No. 2018064980, Official Public Records of Williamson County, Texas; (12) Development Area Declaration [Santa Rita Ranch South Section 6] "Santa Rita Ranch South", recorded as Document No. 2018091505, Official Public Records of Williamson County, Texas; (13) Development Area Declaration for Santa Rita Ranch, Phase 1, Section 7 *[Townhomes]*, recorded as Document No. 2022109226, Official Public Records of Williamson County, Texas; (14) Development Area Declaration [Santa Rita Ranch South Section 7A] "Santa Rita Ranch South", recorded as Document No. 2018072473, Official Public Records of Williamson County, Texas; (15) Development Area Declaration [Santa Rita Ranch South Section 7C] "Santa Rita Ranch South", recorded as Document No. 2019059927, Official Public Records of Williamson County, Texas; (16) Development Area Declaration [Santa Rita Ranch Phase 1, Section 8], recorded as Document No. 2018038265, Official Public Records of Williamson County, Texas; (17) Development Area Declaration for Santa Rita Ranch South *[Section 8A]*, recorded as Document No. 2021034173, Official Public Records of Williamson County, Texas; (18) Development Area Declaration for Santa Rita Ranch South *[Section 8B]*, recorded as Document No. 2021034171, Official Public Records of Williamson County, Texas; (19) Development Area Declaration for Santa Rita Ranch South *[Section 9A]*, recorded as Document No. 2020022239, Official Public Records of Williamson County, Texas; (20) Development Area Declaration for Santa Rita Ranch South *[Section 9B]*, recorded as Document No. 2020065401, Official Public Records of Williamson County, Texas; (21) Development Area Declaration for Santa Rita Ranch South *[Section 9C]*, recorded as Document No. 2020155325, Official Public Records of Williamson County, Texas; (22) Development Area Declaration [Santa Rita Ranch South Section 11] *"Santa Rita Ranch South"*, recorded as Document No. 2017106746, Official Public Records of Williamson County, Texas; (23) Development Area Declaration [Santa Rita Ranch South Section 13] "Santa Rita Ranch South", recorded as Document No. 2016116349, Official Public Records of Williamson County, Texas; (24) Development Area Declaration [Santa Rita Ranch South Section 14] "Santa Rita Ranch South", recorded as Document No. 2015108710, Official Public Records of Williamson County, Texas; (25) Development Area Declaration [Santa Rita Ranch South Section 15] *"Santa Rita Ranch South"*, recorded as Document No. 2015018529, Official Public Records of Williamson County, Texas, as amended; (26) Amended and Restated Development Area Declaration for Santa Rita Ranch South Section 16 *[Townhomes]*, recorded as Document No. 2020107885, Official Public Records of Williamson County, Texas; and (27) Development Area Declaration for Santa Rita Ranch South *[Section 17]*, recorded as Document No. 2020073083, Official Public Records of Williamson County, Texas (collectively, the **"Development Area Declarations"**).

C. Pursuant to the provision entitled *"Amendment"* of the Development Area Declarations and *Section 10.03* of the Master Covenant, the Development Area Declarations may be amended by Declarant acting alone.

D. Declarant desires to amend the Development Area Declarations as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends the Development Area Declarations as follows:

1. Recitals. The foregoing recitations are true and correct, and are incorporated as a part of this Amendment.

2. Unsightly Articles; Vehicles. The provision entitled *"Unsightly Articles; Vehicles"* of the Development Area Declarations is set forth in *Section 2.04* of all of the Development Area Declarations, save and except: (i) the Development Area Declaration for Santa Rita Ranch *[Age-Restricted]*, recorded as Document No. 2016068328, Official Public Records of Williamson County, Texas (in which such provision is set forth in *Section 3.05*); and (ii) the Development Area Declaration for Santa Rita Ranch *[AO – 55 and Over]*, recorded as Document No. 2021161370, Official Public Records of Williamson County, Texas (in which such provision is set forth in *Section 3.04*). The provision entitled *"Unsightly Articles; Vehicles"* of the Development Area Declarations is deleted in its entirety and the following is substituted in its place:

> Unsightly Articles, Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles (including golf carts) and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No racing vehicles or any other vehicles (including, without limitation, motorcycles or motor scooters) that are inoperable or do not have a current license tag may be visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles must be operated in a quiet manner.
>
> Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places

other than: (i) in enclosed garages; and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Santa Rita Reviewer shall be permitted.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant or the Development Area Declarations, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant and the Development Area Declarations shall remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective this 8th day of November, 2022.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 8 day of November, 2022, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

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Pages: 7 Fee: $46.00
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Williamson County,Texas

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AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH AO
FIRST SUPPLEMENT TO COMMUNITY MANUAL

AMENDED AND RESTATED POLICIES AND RULES ADOPTED PURSUANT TO THE 2023 LEGISLATIVE SESSION AND RECREATONAL FACILITIES RULES

Cross-reference to: (i) Santa Rita Ranch Amended and Restated Master Covenant recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as the same may be amended from time to time; (ii) Development Area Declaration – Santa Rita Ranch [AO – 55 and Over], recorded as Document No. 2021161370, Official Public Records of Williamson County, Texas; and (iii) Santa Rita Ranch AO Community Manual recorded under Document No. 2021161812, Official Public Records of Williamson County, Texas. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions.

SANTA RITA RANCH AQ
FIRST SUPPLEMENT TO COMMUNITY MANUAL

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PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS ADOPTED THE POLICIES AND PROCEDURES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2023 REGULAR SESSION OF THE TEXAS LEGISLATURE. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This First Supplement to the Community Manual (this "**Supplement**") is made by **SANTA RITA RANCH AQ COMMUNITY, INC.**, a Texas nonprofit corporation, (the "**Association**"), and is as follows:

A. SANTA RITA KC, LLC, a Texas limited liability company ("**Declarant**") previously executed and recorded that certain Santa Rita Ranch Amended and Restated Master Covenant, recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Covenant**"); that certain Development Area Declaration – Santa Rita Ranch [AQ-55 and Over], recorded under Document No. 2021161370, Official Public Records of Williamson County, Texas (the "**Declaration**"); and that certain Santa Rita Ranch AQ Community Manual, recorded under Document No. 2021161812, Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Community Manual**") to establish certain rules and covenants for the Association. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Declaration.

B. Pursuant to *Article 1* of the Declaration, the Community Manual may be amended, from time to time by a Majority of the Board of Directors of the Association (the "**Board**"). A Majority of the Board has approved this Supplement in order to bring the Association's policies into compliance with recent changes to Applicable Law governing the administration of the Association, and to adopt a new policy governing use of the recreational facilities available for use by the Association's Members.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement to the Community Manual to be effective as of the date this Supplement is recorded.

SANTA RITA RANCH AQ COMMUNITY, INC., a Texas nonprofit corporation

By: _____

Printed Name: JODY PAUGA

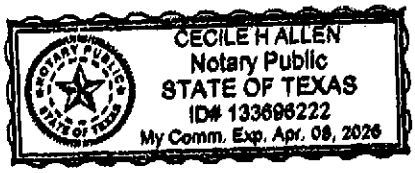
Title: SANTA RITA RANCH AQ ASSOCIATION - PRESIDENT

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 18th day of April, 2024, by Jody Pauga, Director of Community Planning of SANTA RITA RANCH AQ COMMUNITY, INC., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)



Cecile H Allen

Notary Public Signature

TAB A
SANTA RITA RANCH AQ COMMUNITY, INC.
AMENDED AND RESTATED FINE & ENFORCEMENT POLICY

1. Background. Santa Rita Ranch AQ Community is subject to that certain Santa Rita Ranch Development Area Declaration [AQ - 55 and Over] [Santa Rita Ranch AQ Community, Inc.], recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Declaration**"). In accordance with the Declaration, Santa Rita Ranch AQ Community, Inc., a Texas nonprofit corporation (the "**Association**") was created to administer the terms and provisions of the Declaration. Each Owner of a Lot subject to the Declaration (a "**Member**") is a member of the Association. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a Majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Santa Rita Ranch AQ Certificate, Santa Rita Ranch AQ Bylaws, Santa Rita Ranch AQ Community Manual, and any Santa Rita Ranch AQ Rules promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

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

   Terms used in this policy, but not defined, shall have the meanings ascribed to such terms in the Restrictions.

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

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

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

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

5. Violation Notice. Except as set forth in *Section 5(C)* below, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing by the Board, pursuant to Section 209.007 of the Texas Property Code; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Not later than ten (10) days before the Board holds a hearing under this Section, the Board shall provide notice to the Owner of the date, time and place of the hearing and shall provide a packet containing all documents, photographs, and communications relating to the matters the Board intends to introduce at the hearing. If the Board does not provide a packet within the ten (10) day time period described above, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, the Board or a representative of the Board shall first present the Board's case against the Owner. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.10* of the Declaration and all costs of collection, including attorneys' fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.02(b)* of the Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to *Article 6* of the Declaration.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its Assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

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

FINES[†]:

New Violation: **Notice of Violation**	**General Violation Categories** • *Unsightly Conditions on a Lot* • *Unauthorized Construction or Modification of Improvements* • *Landscape Violations (mowing, etc.)* • *Trash Container Violations* • *Failure to Maintain Dwelling (Exterior) or Fencing* • *Other Violations*	**Fine Amount:** **$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)**
Repeat Violation (No Right to Cure or Uncurable Violation):		**Fine Amount:** **1st Notice $50.00** **2nd Notice $75.00** **3rd Notice $100.00** **4th Notice $125.00**

Continuous Violation: **Continuous Violation Notice**		**Amount TBD**

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. **Introduction**

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an Owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. **Presentation of Facts**

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the Owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. **Discussion**

Association Representative: This portion of the hearing is to permit the Board and the Owner to discuss matters relevant to the violation.

IV. **Resolution**

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. **Adjournment**

Association Representative: At this time the hearing is adjourned.

TAB B

SANTA RITA RANCH AQ COMMUNITY, INC.

AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Santa Rita Ranch AQ Community is subject to that certain Santa Rita Ranch Development Area Declaration [AQ - 55 and Over] [Santa Rita Ranch AQ Community, Inc.], recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Declaration**"). In accordance with the Declaration, Santa Rita Ranch AQ Community, Inc., a Texas nonprofit corporation (the "**Association**") was created to administer the terms and provisions of the Declaration. Each Owner of a Lot subject to the Declaration (a "**Member**") is a member of the Association. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a Majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Santa Rita Ranch AQ Certificate, Santa Rita Ranch AQ Bylaws, Santa Rita Ranch AQ Community Manual, and any Santa Rita Ranch AQ Rules promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meanings ascribed to such terms in the Restrictions.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

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

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

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

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

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

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

SECTION 2. INSTALLMENTS & ACCELERATION

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

SECTION 3. PAYMENTS

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

(1) Delinquent Assessments	(4) Other reasonable attorneys' fees
(2) Current Assessments	(5) Reasonable fines
(3) Reasonable attorneys' fees and costs associated solely with delinquent Assessments or any other charge that could provide the basis for foreclosure	(6) Any other reasonable amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of twelve (12) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion, but such term shall not be longer than eighteen (18) months. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

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

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

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

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

SECTION 4. LIABILITY FOR COLLECTION COSTS

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

SECTION 5. COLLECTION PROCEDURES

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

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

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

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

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

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting Owner. The Association shall not report to a credit report service any delinquent charges, fines, or fees that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney will ensure the following notices are provided in accordance with applicable law:

(1) Notice of Delinquency: Preparation of written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

(2) Second Notice: Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

(3) Lien Notice: Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then

(4) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the association's lien. If the account is not paid in full within thirty (30) days, then

(5) Foreclosure of Lien: Only upon specific approval by a Majority of the Board.

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

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

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or such Owner's tenant, whose account with the Association is delinquent for at least forty-five (45) days.

NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association **or, alternatively** by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; **and also** (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be sent no earlier than thirty (30) days after the first required notice of delinquency has been sent to the Owner, and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply only to the extent applicable law continues to require such notices before a lien may be recorded.

SECTION 6. GENERAL PROVISIONS

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

6-B. Other Rights. This policy is in addition to and does not limit the rights of the Association to collect Assessments under the Restrictions and Applicable Law.

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

6-D. Notices. Unless the Restrictions, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. Written communications to the Association, pursuant

to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Declarant during the Development Period and thereafter by a Majority of the Board.

TAB C

SANTA RITA RANCH AQ COMMUNITY, INC.
RECREATIONAL FACILITIES RULES

Section 1. **INTRODUCTION**.

The Santa Rita Ranch AQ Community, Inc., a Texas non-profit corporation (the "**Association**") is responsible for the administration and operation of the recreational facilities, amenities, and common areas (collectively, the "**Facilities**") available to the Association's members (each a "**Member**"), their guests, families and tenants. The Association has adopted these Recreational Facilities Rules (these "**Rules**") to ensure the health, safety and enjoyment of the users of such facilities. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Santa Rita Ranch Amended and Restated Master Covenant (the "**Covenant**") and the Santa Rita Ranch Development Area Declaration [AQ – 55 and Over] (the "**Declaration**"), as applicable, as such documents are recorded in the Official Public Records of Williamson County, Texas.

PERSONS UNDER NINETEEN (19) YEARS OF AGE ARE NOT PERMITTED TO ACCESS ANY PORTION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE POOL, POOL AREA, EVENT SPACES, WELLNESS CENTER AND ANY OTHER PORTION OF THE FACILITIES. THE BOARD MAY, BUT HAS NO OBLIGATION TO, APPROVE ADMISSION OF PERSONS UNDER NINETEEN (19) YEARS OF AGE ON A CASE-BY-CASE BASIS, PROVIDED SUCH APPROVAL IS MADE IN WRITING AND IN ADVANCE TO SUCH PERSONS ENTRY INTO THE FACILITIES.

All guests using any portion of the facilities must be accompanied by an Owner or Occupant at all times. Unaccompanied guests will be required to leave the Facilities immediately.

Unless an amenity within the Facilities has been reserved in accordance with these Rules, all amenities are available on a first-come, first-served basis. The Association may direct its manager to exercise reservation priority in favor of programming or events provided or hosted by the Association.

Section 2. **GENERAL CODE OF CONDUCT**.

All users of the Facilities shall conduct themselves in a courteous and respectful manner at all times. Disrespectful conduct towards other Owners, Occupants, guests, staff, or vendors will not be tolerated. Any hostile, intimidating, violent or threatening behavior shall be immediate grounds for removal from the Facilities and may result in the termination of any rights to use the Facilities. Users of the Facilities shall refrain from any inappropriate behavior or speech which is vulgar, profane, indecent, offensive or harassing to other users. Management staff shall have the right, in their sole discretion, to require anyone in violation of this section to immediately leave the premises. The Association may revoke, limit, or temporarily suspend access to the Facilities for violation of this *Section 2* or the Rules.

Section 3. ACCESS CARDS.

An access device is required to access the Facilities. Association access cards (an "**Access Card**") shall be issued to the purchaser of a Lot which is subject to the Declaration. One Access Card (which may be in the form of a key, key-card or electronic "fob" device) shall be allocated to each Age Qualified Occupant of a Lot, up to a maximum of four (4) Access Cards per Lot. No Access Cards shall be allocated to any Lot which is not occupied by an Age Qualified Occupant, nor shall any Access Card be allocated to a minor occupant. Replacement cards will be available for purchase through the Association's manager. Access Cards shall be subject to the following rules:

A. Occupancy:

Subject to the preceding paragraph, the right to an Access Card is based upon occupancy of a Lot. Any Owner who sells, leases or otherwise transfers occupancy of his/her Lot or any card-holding member of the Owner's household who ceases to occupy the Lot shall provide the Association with immediate notice thereof and surrender to the Association his/her Access Card(s), if any. Likewise, any lessee or member of the lessee's household who ceases to occupy the Lot shall provide the Association with immediate notice thereof and surrender to the Association his/her Access Card, if any. The Board may require proof of residency and the age-qualified status of the occupant as a condition of issuing an Access Card.

B. Good Standing:

The Association reserves the right to suspend access or refuse to issue an Access Card to any Owner or Occupant who (i) submits false information to obtain an Access Card; (ii) has a delinquent Santa Rita Ranch AQ Assessment account balance; or (iii) has violated this policy or other rules adopted by the Association pertaining to the Facilities. Further, in the event an Owner or Occupant's guests, family members or other persons taking access to the Facilities using such Owner or Occupant's Access Card, damage or vandalize the Facilities, or take other actions which violate these Rules, such Owner or Occupant's access to the Facilities may be suspended. The costs to the Association to repair damage caused by the guest of an Owner or Occupant may be charged to such Owner or Occupant by the Association in the form of an Individual Santa Rita Ranch AQ Assessment.

Section 4. GUESTS.

Owners and Occupants are responsible for the conduct of their guests. All guests are required to comply with these Rules and all other rules and regulations established by the Association. Failure of an Owner or Occupant's guests to comply with any of these Rules may result in such Owner, Occupant, or guest thereof being refused access to the Facilities. For the purposes of this *Section 4*, "guests" shall mean any person not currently occupying a Lot and who has not been issued an Access Card. Guests are subject to the following requirements:

i. When using the Facilities, guests must check in at the manager's front desk prior to using the Facilities.

ii. All guest must be accompanied by an Owner or Occupant at all times.

iii. Guests may not check out equipment, only Owners or Occupants with valid Access Cards may check out equipment.

Section 5. TENANTS.

Owners leasing their residence may assign their rights to access the Facilities to their tenants under the lease. The Association may require such Owners to complete an assignment instrument in a form to be determined by the Association, as part of an Owner's duty to notify the Master Association of any lease pursuant to *Section 3.02* of the Declaration. Tenants which (a) have been assigned their landlord's right to use the Facilities, or (b) whose contact information has not be provided to the Master Association pursuant to the Declaration may be refused Access Cards and admission to the Facilities.

Section 6. FACILITY RULES.

i. Hours of Operation. The Facilities shall be open on the days and during the hours as approved by the Board and or management from time-to-time. Generally the Facilities will be open Mondays through Saturdays. The Board may set different hours of operation responsive to seasonal demand, which hours of operation shall be clearly posted at the Facilities. The Facilities may be closed from time to time as required for repair and maintenance. Further, the Facilities shall be closed on the following holidays: Easter Sunday, Thanksgiving, Christmas, and New Year's Day, and shall be closed no later than 2 pm on Christmas Eve and New Year's Eve.

ii. Use at Your Own Risk. Users of the Facilities, including, without limitation, the pool, pool, area, and wellness center, do so at their own risk.

iii. Smoking. Smoking is prohibited inside any building within the Facilities or Common Areas. Smoking within the pool and surrounding area is prohibited. Generally, smoking shall be restricted to the parking lot of the clubhouse or such other areas as determined by the Association, which areas shall be designated by posting of the appropriate signage. Smoking shall be allowed in such designated areas only.

iv. Reservations. Except for those portions of the Facilities which may be reserved in accordance with these Rules, all use of the Facilities is on a first-come, firsts-served basis, and is restricted to the exclusive use of the Owners, Occupants and their guests.

v. Attire. All users of the Facilities must wear the proper attire at all times. Shirts, shorts or pants and footwear are required in all Common Areas, except for the pool and pool area. Users of the pool shall wear proper swimwear (i.e. clothing made for swimming) while doing so. Users of the wellness center must wear proper athletic attire (i.e. clothing made for exercising).

vi. Wellness Center Etiquette. No phone calls may be made or taken in the wellness center. Users of the wellness center must use earbuds or headphones in order to listen to audio from their phones. The personal use of wireless or such other speakers (including a phone's speaker) in the wellness center is prohibited, unless utilized by an activity instructor engaging in a class or activity approved by the Board.

vii. Reservations. Reservations of any portion of the Facilities may be made exclusively through the Association's manager. The Association shall have the discretion to determine which, if any, areas of the Facilities may be reserved in advance, and shall have the right to determine the appropriate procedures for doing so. The Association shall enjoy priority for usage and reservation of the Facilities or any portion thereof.

viii. Furniture & Equipment. Users may not move furniture, chairs or other Association property from their designated areas within the Facilities. Furniture, equipment and supplies that are the property of the Association shall not be removed from the Facilities without the permission of the manager. While certain Association-owned items, including but not limited to audio- visual equipment, may be stored or set up in a particular room, these items remain the property of the Association and may be relocated or used for other activities, events or rentals as needed, by manager's staff only. To avoid conflict, committees, clubs or special interest groups desiring to use specific furniture, equipment or supplies for meetings or activities should consult with the Association at least two weeks in advance of the event. Furniture, equipment and supplies, if available, are available on a first-come, first-served basis. No one shall enter any room where Association property is stored without permission of the manager's staff. Access to or adjustments of any of the following devices in the Facilities are limited to Manager's staff only: a) thermostat, b) temperature control device of any HVAC unit, irrigation, lighting and/or air conditioner unit or system, c) ceiling fan control, d) temperature control device for showers, and e) all remotes connected to media or entertainment devices.

ix. Personal Property. The Association is not responsible for any personal property lost or misplaced in the Facilities.

x. Pets. Other than service animals as required by Applicable Law, no pets shall be allowed within the Facilities.

xi. Trash. Trash receptacles within the Facilities are intended for use solely by users of the Facilities during their time at the Facilities. Owners and Occupants shall dispose of their personal trash in the designated areas for doing so outside of the Facilities.

xii. Refreshments. The Association may, but is not required to, provide beverage refreshment services, and reserves the right to restrict consumption of such beverages to the clubhouse or such other areas designated by the Association from time-to-time.

Section 7. RENTALS – EVENT ROOM.

The event room (also referred to as the "Den") is located in the Facilities and is available for rental by Owners and Occupants under the terms and conditions described in this *Section 7*, as follows:

i. The Den is available for rental during the hours of operation for the Facilities. The Den must be rented by an Owner or Occupant being at least twenty-one (21) years of age. Such Owner or

Occupant must be present at all times during the rental period. The Den may be reserved for a period of not more than six (6) hours. Any set-up and clean-up time must be within the allotted reserved time, and Owners and Occupants should take this into consideration when making a reservation.

ii. Reservations are provided on a first-come, first-served basis and shall be limited to one reservation per household per day.

iii. Reservations must be made thirty (30) days in advance.

iv. All rentals of the Den are subject to the Rental Agreement attached hereto as Exhibit A.

v. All rentals of the Den are subject to occupancy limitations as established by the fire marshal. Owners should inquire with management as to the maximum number of occupants.

vi. The renting Owner or Occupant shall be liable to the Association for the costs of any damage or theft to the Facilities attributable to such Owner or Occupant's event, regardless of whether such damage was or theft was the fault of the Owner or Occupant or such Owner or Occupant's guests.

vii. The renting Owner or Occupant is solely responsible for all clean-up after their rental period. The Association may levy a cleaning charge against such Owner or Occupant if cleaning is required in order to restore the Den to the condition it was in prior to such rental.

viii. Only those areas specified in the Rental Agreement shall be used by the Owner, Occupant and their guests during the rental period.

ix. The renting Owner or Occupant shall refrain from piercing the walls or ceiling of the Den when decorating.

Section 8. **POOL RULES**. Users of the pool and pool area shall comply with the following rules:

i. Persons with infectious diseases, open sores, bandages, eye, nasal or ear discharge shall not enter the pool.

ii. Appropriate swimwear is required in the pool area.

iii. No diving is allowed in the pool.

iv. Except for service animals, no pets may be allowed in the pool or pool areas.

v. The pool area may be subject to occupancy limits. In the event the pool is at capacity, management staff may not admit users to the pool area.

vi. No glass items or glass containers of any kind are allowed within the pool area. Liquids are allowed in covered, spill-proof containers.

vii. Lap lanes are reserved for continuous swimming only.

viii. Lap lanes must be shared if multiple lap swimmers are present.

ix. Pool chemicals are used in accordance with the best safety practices and in accordance with all Applicable Law. While every effort will be made to ensure that chemical levels are always at appropriate levels, swimmers are informed that, because of several factors (temperature, utilization, equipment function), there may be times that chemicals could cause damage to swimwear. The Association shall not be responsible for any such damage.

x. The Association's manager may close the pool with or without notice in order to perform maintenance, service the pool, for special events or any other reasonable purpose to ensure the smooth functioning and longevity of the pool facilities.

xi. Manager may reserve portions of the pool deck for Association-sponsored events or parties.

xii. Manager's staff is responsible for the scheduling of classes in the pool area. All classes are available on a first-come, first-served basis. The pool may be closed for open swim during regularly scheduled water fitness classes.

xiii. No food or gum is allowed inside the pool areas.

xiv. Shower facilities at the pool area are provided for users of the Facilities. They are not intended to be used as a substitute for routine hygiene typically performed in one's residence. Activities such as hair-dyeing, shaving or other personal grooming are not allowed.

xv. The pool furniture is not to be removed from the pool area.

Section 9. <u>WELLNESS CENTER RULES</u>.

i. Users of the wellness center must check in with the management staff upon arrival and before making use of the Facilities.

ii. No glass or glass containers of any kind are permitted in the wellness center.

iii. Non-alcoholic drinks are allowed in covered, spill-proof containers only.

iv. Appropriate exercise attire is required at all times (e.g. shirts, shorts, pants or sweats and closed- toe shoes). Proper footwear must be worn in all areas of the wellness center. No denim jeans or shorts are allowed to be worn in the wellness center.

v. Individuals utilizing exercise equipment must have a workout towel while exercising to help absorb sweat. It is mandatory that equipment be wiped down after each use. The Association supplies cleaning agents for this purpose.

vi. Time limits may be established for the usage of fitness equipment.

vii. Additional charges may apply for specialized fitness programs and private or semi-private instruction.

viii. Manager's staff is responsible for the scheduling of all areas of the wellness center. Unless reserved, all areas are available on a first-come, first-served basis.

ix. Class equipment may be available for general use during regular operating hours.

x. To utilize equipment and supplies that may be kept secured in lockers, users of the wellness center shall present their Access Cards to the receptionist. The card may be retained by the receptionist until the equipment or supplies are returned.

xi. No heavy perfume/cologne is allowed in wellness center.

Section 10. WINE LOCKERS.

Wine lockers are available for rental by Owners and Occupants, subject to rates, terms and conditions as approved and amended by the Board from time to time. Wine lockers will only be accessible during the regular operating hours of the Facilities. Persons under the age of twenty-one (21) are not permitted in the wine locker area. All guests must be accompanied by an Owner or Occupant while in the wine locker area.

Section 11. GAME TABLES.

i. Please do not place food or drink on Facilities game tables to protect them from damage. When using the game table for events, the round solid protector must be utilized.

ii. Players must act in turn. Proper etiquette and respect is expected of all Occupants and guests.

iii. Profanity or disruptive behavior is strictly prohibited.

iv. Tables are available on a first-come, first-served basis. Tables are available for daily use when the Facilities are open.

v. Sitting on game tables is not permitted.

vi. Game tables may be unavailable to other users during scheduled and posted card game events.

vii. Any equipment provided by the Facilities such as chips, cards, etc. must be returned at the end of play.

Section 12. OUTDOOR AREAS, PATIOS, GAZEBOS, GRILLS AND FIREPLACES.

i. Outdoor areas, including but not limited to, patios, gazebos, grills and fireplace areas, are available on a first-come, first-served basis unless reserved by management.

ii. Certain outdoor areas may be reserved in advance by contacting manager.

iii. If a group activity is planned, the users thereof will be responsible for cleaning all areas used and to ensure any flame is completely extinguished prior to vacating the area.

iv. Any trash or debris must be properly disposed of in appropriate waste receptacles.

v. In areas where pets may be permitted, they must be on a leash and controlled at all times.

vi. Users of the Facilities are required to clean up after their pet and to properly dispose of any waste.

Section 13. PICKLEBALL COURTS.

i. Proper attire, including appropriate shoes, shall be worn at all times. Shoes and shirts are required.

ii. Courtesy and consideration of players shall be observed at all times. Players are encouraged to abide by the posted USA Pickleball Sportsmanship Guide. Players shall not walk across or behind the court when play is in progress.

iii. Persons not playing pickleball are not permitted on courts.

iv. No leaning or sitting on court nets allowed.

v. No bicycles, skates, scooters, strollers, pets or glass is permitted on courts.

vi. To reserve a court, players must reserve a court with Facility staff and check in with the Facility staff upon arrival. Court reservations are on a first-come, first-served basis. The Association may adopt alternate methods of reservations, such a software applications as an additional or sole means by which Owners and Occupants may reserve a court. Any such methods of reservation shall be communicated to the Owners by the Association's manager.

vii. Reservations may be made for 1-hour for singles or doubles play. Reservations are forfeited if play does not begin within 15 minutes of scheduled start time.

viii. The Association may designate courts for open play.

ix. No smoking is permitted on or around the courts.

x. Please clean up all belongings before leaving courts.

Section 14. BOCCE BALL COURTS.

i. Proper attire, including appropriate shoes to alleviate damage to court surface, shall be worn at all times. Players will not be permitted to play without shoes.

ii. Spectators and other players shall remain quiet and out of the line of sight when other players are engaging in active play.

iii. Players shall not walk to the other end of the court until the frame has been completed and will walk along the side of the court rather than through the field of play.

iv. Players will avoid standing in the field of play and not do anything that might distract the bowling player.

v. The "volo" technique in which the bocce ball is lofted high into the air, will not be allowed. This technique may cause the ball to leave the field of play and injure someone or may damage the playing surface.

vi. Play shall be stopped during inclement weather conditions.

vii. Persons not playing bocce ball are not permitted on courts.

viii. Sitting on or loitering at courts is not allowed.

ix. To reserve a court, players must sign in with Facility staff when checking in.

x. Pets are not allowed on courts (except for service animals).

xi. All players shall conduct themselves in a sportsmanlike manner at all times. Insulting language or gestures will not be allowed.

xii. Any equipment provided by the Facilities, such as bocce balls or object ball ("pallina"), shall be returned at the end of play.

xiii. All personal belongings shall be removed before leaving courts.

xiv. No smoking is permitted on or around the courts.

EXHIBIT A

RENTAL AGREEMENT FOR EVENT SPACES

$250 Security Deposit (fully refundable as long as no extra cleaning is required after the event):
The Den (Event Room); Catering Kitchen Area; Indoor / Outdoor Bar Area

The Lodge, Wellness Center, Pickleball area & Pool Area are unable to be reserved for rentals

Blackout Dates:
No rentals will occur on Friday, Saturday, Sunday, Federal and State Holidays.

PRIVATE EVENT AGREEMENT

By signing below, I agree to all the rates, rules and regulations applicable to the even spaces, as outlined in the Recreational Facilities Rules. I understand that I am responsible for any damage incurred by myself and my guests.

_____ _____

Resident Signature Date

_____ _____

Manager/Community Director Date

RENTER INFORMATION

Name:_____ Home Phone: _____

Address:_____ Cell Phone: _____

Email: _____

RENTAL INFORMATION

Date of Rental:_____ Time of Rental (includes cleanup):_____

All attendees must leave common areas at end of rental period.

Description of Rental: _____

_____

_____

_____

Anticipated number of guests: _____

Office Use Only:

Date Received:_____ Amount Paid:_____ Staff Initials: _____

Notes: _____

_____

VENDOR FORM

Homeowner Name: _____

Homeowner Address: _____

DESCRIPTION OF ALL EQUIPMENT TO BE BROUGHT INTO THE DEN/COMMON AREA FOR THE EVENT: _____

_____

_____

_____

Please list all vendors, if any, which will participate in your event. For each vendor, identify the product and/or service which will be provided. (Each vendor must supply a certificate of insurance that names Santa Rita Ranch AQ Community, Inc. (the "**Association**"), as an additional insured party for the day of the event. The vendor will not be admitted if the certificate of insurance has not been received prior to the day of the event. Your vendor may send their certificate of insurance to the Association's manager.

	NAME	**PRODUCT/SERVICE**
1.	_____	_____
2.	_____	_____
3.	_____	_____

[*signature page follows*]

By my signature below:

1. I accept all risks and responsibility for my safety and my family, guests and vendors which use the Association's recreational facilities and common areas; and

2. I acknowledge and agree, on behalf of myself, my family, and guests to indemnify, save, and hold harmless the Association, it's officers, directors, manager, agents, employees and members from all losses, liabilities, damages, claims, and expenses, including attorney's fees and costs incurred which are resulting from or relating to any injury or damages associated in any way with the use of the Recreational Facilities, common area or any other portion of the property rented pursuant to this agreement.

Owner's Signature:

By:_____
Printed Name: _____
Date:_____

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2024030912

Pages: 30 Fee: $137.00
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Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2024085513
Williamson County, Texas Total Pages: 10

After Recording Return To:
Robert D. Burton, Esq.
Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
Email: rburton@winstead.com

SANTA RITA RANCH

NOTICE OF ADDITION OF LAND AND APPLICABILITY

[333.295 ACRE TRACT]

DECLARANT: SANTA RITA KC, LLC, a Texas limited liability company

Cross reference to (i) Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended; and (ii) Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended.

SANTA RITA RANCH

NOTICE OF ADDITION OF LAND AND APPLICABILITY

[333.295 ACRE TRACT]

This Notice of Addition of Land and Notice of Applicability of Santa Rita Amended and Restated Master Covenant [333.295 Acre Tract] (this "**Notice**") is made and executed by **SANTA RITA KC, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

1. **Purpose.** This Notice is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on Attachment 1 attached hereto and incorporated herein for all purposes (the "**Development Area**").

2. **Owner.** PHAU– Eldorado 333, LLC, a Texas limited partnership, is the Owner of the Development Area and executes this Notice to evidence its consent to the terms and provisions of this Notice.

3. **Authority to Add Land.** *Section 9.03* of that certain Santa Rita Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Covenant**") permits Declarant to add additional land to the Property.

4. **Addition of Land.** This Notice constitutes a notice of addition of land pursuant *to Section 9.03* of the Covenant and the Development Area is hereby considered part of the Property.

5. **Applicability of Master Covenant.** Pursuant to *Section 9.05* of the Covenant, Declarant served notice that portions of the Property, upon the Recording of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant. This Notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant.

6. **Applicability of Development Area Declaration.** Pursuant to the Covenant and the Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate notices of applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declaration.

Pursuant to this Notice, the Development Area is subject to the terms and provisions of the Development Area Declaration.

7. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

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

9. **Amendment to Covenant**. As provided in *Section 10.03* of the Covenant, Declarant may unilaterally amend the Covenant by Recording an instrument executed and acknowledged by Declarant. To the extent the terms and provisions of this Notice conflict with the terms and provisions of the Covenant, the terms and provisions of this Notice shall control, and this Notice shall be construed as an amendment to the Covenant to the extent necessary or required to give effect to the terms and provisions hereof.

10. **Miscellaneous**. This Notice constitutes a notice of addition of land under *Section 9.03* of the Covenant and a Notice of Applicability under *Section 9.05* of the Covenant. Capitalized terms used and not defined in this Notice shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 15th day of October 2024.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of October, 2024, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(seal)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2028

ACKNOWLEDGED AND AGREED:

PHAU - ELDORADO 333, LLC,
a Texas limited liability company

By: PH Land Holdings, LLC,
Its Sole Member

By: _____
Printed Name: Michael C. Brisch
Title: Chief Legal and Administrative Officer

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 1 day of October, 2024, by Michael C. Brisch, Chief Legal and Administrative Officer of PH Land Holdings, LLC, on behalf of said company, the Sole Member of PHAU-ELDORADO 333, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

(seal)

CATHERINE GALINDO
Notary Public, State of Texas
Comm. Expires 12-07-2025
Notary ID 133478351

ATTACHMENT 1

DEVELOPMENT AREA DESCRIPTION

[*LEGAL DESCRIPTION FOLLOWS*]

Kimley-Horn and Associates, Inc.
TBPLS Firm No. 10193973
601 NW Loop 410, Suite 350
San Antonio, Texas 78216

A METES AND BOUNDS
DESCRIPTION OF A
333.295 ACRE TRACT OF LAND

BEING a 333.295 acre (14,518,350 square feet) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; and being all of that certain 333.269 acres described in instrument to El Dorado Estates Holdings LLC & Richmond Eldorado Investments LLC in Document No. 2020064232 of the Official Public Records of Williamson County; and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod (with illegible plastic cap) found on the northeasterly right-of-way line of County Road 260 (variable width public right-of-way) and marking the southwest corner of that certain 85 acres described in instrument to Clyde Krause in Volume 1672, Page 391 of the Official Public Records of Williamson County;

THENCE, along the southerly, easterly, and northerly boundary of said 85 acres the following five (5) courses and distances:
1 North 69°16'16" East, 2331.86 feet to a 1/2 inch iron rod (with plastic cap stamped "AST") found for corner;
2. North 20°30'48" West, 765.10 feet to a 1/8 inch iron rod found in concrete;
3. North 20°31'59" West, 660.08 feet to a 1/2 inch iron rod (with plastic cap stamped "KHA") set for corner, from which a 1/2 inch iron rod (with plastic cap stamped "AST") bears South 66°44' East, 0.53 feet;
4. South 68°26'15" West, 993.26 feet to a 1/2 inch iron rod (with plastic cap stamped "AST") found for corner;
5. North 18°41'33" West, 33.16 feet to a 1/2 inch iron rod (with plastic cap stamped "AST") found on the southeasterly boundary of that certain 167.2 acre tract described in instrument to Ligon Family Trust in Document No. 2007055469 of the Official Public Records of Williamson County;

THENCE, continuing along said 167.2 acre tract and a gap between the herein described tract and said 167.2 acre tract the following sixteen (16) courses and distances:
1. North 16°43'45" East, 974.05 feet to a 1/2 inch iron rod (with plastic cap stamped "KHA") set for corner;
2. North 11°58'36" East, 299.27 feet to a wooden fence post found for corner;
3. North 01°17'11" East, 37.20 feet to a wooden fence post found for corner;
4. South 89°32'01" East, 235.34 feet to a wooden fence post found for corner;
5. South 88°08'01" East, 304.28 feet to an 8 inch wooden fence post found for corner;
6. North 29°03'50" East, 291.95 feet to a wooden fence post found for corner;
7. North 29°11'31" East, 121.01 feet to a wooden fence post found for corner;
8. North 27°01'23" East, 155.86 feet to a wooden fence post found for corner;
9. North 17°48'20" East, 478.82 feet to a wooden fence post found for corner;
10. North 18°36'35" East, 174.94 feet to a wooden fence post found for corner;
11. North 27°15'30" East, 51.08 feet to a wooden fence post found for corner;
12. North 26°14'31" East, 88.04 feet to a 25 inch diameter live oak found for corner;
13. North 30°17'21" West, 168.24 feet to a wooden fence post found for corner;
14. North 27°18'46" West, 65.93 feet to a 24 inch diameter live oak found for corner;

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TBPLS Firm No. 10193973
601 NW Loop 410, Suite 350
San Antonio, Texas 78216

15. North 00°11'48" West, 100.48 feet to a wooden fence post found for corner;
16. North 01°05'41" East, 398.14 feet to a wooden fence post found on the easterly boundary of that certain 23.30 acre tract described in instrument to Whitehorn Pipeline Company, LLC in Document No. 2020082922 of the Official Public Records of Williamson County;

THENCE, continuing along the easterly boundary of said 23.30 acres the following four (4) courses and distances:
1. North 35°09'55" East, 157.42 feet to a wooden fence post found for corner;
2. North 08°35'00" East, 158.20 feet to a 1/2 inch iron rod (with plastic cap stamped "KHA") set for corner;
3. North 09°05'12" East, 76.85 feet to an 8 inch wooden fence post found for corner;
4. North 29°10'38" West, 360.47 feet to an 8 inch wooden fence post found on the southerly boundary of that certain 318.642 acres described in instrument to HFIC - SP Investments, LP in Document No. 2021034780 of the Official Public Records of Williamson County;

THENCE, along the southerly boundary of said 318.642 acre tract, the following sixteen (16) courses and distances:
1. North 73°45'07" East, 125.23 feet to a wooden fence post found for corner;
2. North 74°09'52" East, 151.06 feet to a wooden fence post found for corner;
3. North 73°52'26" East, 95.09 feet to an 8 inch wooden fence post found for corner;
4. South 65°33'31" East, 106.83 feet to an 8 inch wooden fence post found for corner;
5. South 64°30'50" East, 111.42 feet to a wooden fence post found for corner;
6. South 33°39'50" East, 295.18 feet to a 1 wooden fence post found for corner;
7. South 61°00'38" East, 113.71 feet to a wooden fence post found for corner;
8. South 39°54'18" East, 116.29 feet to a wooden fence post found for corner;
9. South 62°56'17" East, 52.07 feet to a 1/2 inch iron rod (with plastic cap stamped "Diamond Surveyors") found for corner;
10. South 68°57'30" East, 33.98 feet to a wooden fence post found for corner;
11. South 85°06'56" East, 13.04 feet to a 1/2 inch iron rod found;
12. North 64°39'39" East, 82.59 feet to a wooden fence post found for corner;
13. South 82°11'08" East, 100.96 feet to a 1/2 inch iron rod found;
14. South 87°54'42" East, 56.80 feet to a wooden fence post found for corner;
15. North 40°57'09" East, 189.26 feet to a /2" iron rod found for corner next to 8" fence post;
16. North 44°06'28" East, 987.88 feet to a 1/2" iron rod found next to 8" fence post on the southwesterly boundary of a called 1526.34 acre tract described in instrument to Braun Family Partnership in Document No. 2004033001 of the Official Public Records of Williamson County;

THENCE, along the southeasterly boundary of said 1526.34 acres, that certain 34.10 acre tract described in instrument to Santa Rita Commercial, LLC in Document No. 2014012340 of the Official Public Records of Williamson County and Lot 1 of Santa Rita Park, plat of which is recorded in Cabinet FF, Slides 132-133 the following five (5) courses and distances:
1. South 20°49'06" East, 1916.29 feet to a 1/2 inch iron rod (with plastic cap stamped "RJ") found for corner;
2. South 19°56'59" East, 21.98 feet to a 1/2 inch iron rod (with plastic cap stamped "RJ") found for corner;

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601 NW Loop 410, Suite 350
San Antonio, Texas 78216

3. South 20°22'11" East, 1645.22 feet to a 1/8 inch iron rod in concrete found for corner;
4. South 20°24'04" East, 245.98 feet to a 1/2 inch iron rod (with plastic cap stamped "RJ") found for corner;
5 South 20°22'51" East, 622.34 feet to a 1/2 inch iron rod (with plastic cap stamped "CBD") set in stone on the northwesterly boundary of Lot 49, Block T of Santa Rita Ranch South Section 9A, plat of which is recorded in Document No. 2020004350 of the Official Public Records of Williamson County;

THENCE South 69°23'43" West, 3137.98 feet along the northwesterly boundary of said Santa Rita South Sections 9A, 10A, 10B, and 8B (recorded in Document No. 2020067659, 2021012882, and 2021013424 respectively in the Official Public Records of Williamson County) to a 1/2 inch iron rod found on the northeasterly boundary of that certain 67.212 acre tract described in instrument to Larry Everett Foust and Maydale Foust in Volume 764, Page 801 of the Official Public Records of Williamson County;

THENCE, along the northwesterly boundary of said 67.212 acre tract the following two (2) courses and distances:
1. South 69°43'55" West, 474.26 feet to a 2 and 1/2 inch fence post found for corner;
2. South 69°16'39" West, 2329.40 feet to a 1/2 inch iron rod found on the northeasterly right-of-way line of aforesaid County Road 260;

THENCE, North 21°56'08" West, 99.77 feet along the northeasterly right-of-way line of said County Road 260 to the **POINT OF BEGINNING** and containing 333.295 acres of land in Williamson County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Surface to Grid scale factor is 0.999899231. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier 11-8-21

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2024085513

Pages: 10 Fee: $57.00
10/28/2024 01:00 PM
MBARRICK



Nancy E. Rister, County Clerk
Williamson County,Texas

Policy Resolution #2024-01

Board Member Compliance with the Corporate Transparency Act

Whereas, the Federal Corporate Transparency Act (CTA) aims to enhance corporate transparency and combat illicit financial activities by requiring certain corporations and limited liability companies to disclose Beneficial Ownership Information (BOI) for individuals who own or control them;

Whereas, the Santa Rita Ranch AQ Community, Inc. (the "Association") is a not-for-profit community association entity which is not federally tax exempt, and is therefore subject to the CTA;

Whereas, compliance with the CTA hinges upon adherence to filing requirements established by the Financial Crimes Enforcement Network (FinCEN), a subsidiary of the US Treasury Department;

Whereas, as of the date of this resolution, officers and directors of community associations meet the definition of a Beneficial Owner as that term is defined by the CTA and its implementing regulations;

Whereas, the above referenced filing requirements include the submission of sensitive data, and the Association does not wish to generate, distribute or store that data;

Whereas, non-compliance with the CTA carries significant fines and penalties, which the Board seeks to avoid.

Now therefore be it resolved that:

1. As a condition of service on the Association's Board of Directors ("Board") and / or as an Officer on the Board, the Association requires its individual members to submit all of their individual BOI to FinCEN.
    a. As of the date of this Resolution, the BOI includes name, date of birth, current address and a Federally recognized identifying number ***(e.g., a non-expired driver's license number, non-expired passport number, Social Security number, or other non-expired state-issued identification number.)***
    b. FinCEN will make the final determination as to what information it will require a Beneficial Owner to provide. The above requirements are subject to change without notice or amendment to this Resolution.

2. Association Board members who are unwilling to share their BOI with FinCEN subject the Association to liability exposure, including criminal liability. Board members would therefore be in breach of their fiduciary duty by failing to register their BOI with FinCEN.

3. Due to data privacy concerns, neither the Association nor its managing agent should possess, assemble or house the sensitive BOI for individual Board members. Accordingly, **individual Board members must obtain a unique "FinCEN ID" number through FinCEN**, and share their FinCEN ID number with the Association, which will allow the Association to timely complete its FinCEN filing.

4. The Association, through its Managing Agent or other engaged representative, shall diligently assemble, collect, accurately report and accurately update the Board members' FinCEN ID numbers to FinCEN within the timeframes imposed by the CTA.

5. In light of the above condition of Board service, any Board Member who fails to obtain and submit to the Association their FinCEN ID number in accordance with timeframes imposed by the CTA shall be deemed to have voluntarily *resigned* from the Board, and their replacement may be elected or appointed in accordance with the Association's Declaration, Bylaws or Articles of Incorporation.

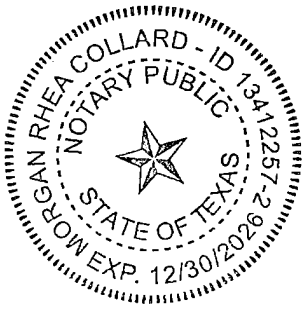
6. Following a change to their BOI, any individual Board member who fails to *update* their BOI with FinCEN in accordance with timeframes imposed by the CTA shall be deemed to have voluntarily *resigned* from the Board, and their replacement may be elected or appointed in accordance with the Association's Declaration, Bylaws and / or Articles of Incorporation.

7. Should the CTA or the regulations promulgated by FinCEN concerning the implementation of the CTA be terminated or altered in any way such that it is no longer applicable to community associations, this Policy Resolution shall immediately become null and void without further action from the Board.

8. Individual Association members may obtain additional information regarding the CTA or FinCEN by visiting www.fincen.gov.

Adopted this 24th day of MARCH, 2025

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



DECLARANT:

SANTA RITA KC, LLC, a Texas limited liability company

By: _____
Printed Name: JODY PAUZA
Title: SRR HOA ASSOCIATION PRESIDENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 24 day of March, 2025, by JODY PAUZA, _____ of SANTA RITA KC, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2025022447

RESO Fee: $33.00
03/27/2025 11:02 AM OSALINAS

Nancy E. Rister, County Clerk
Williamson County, Texas

Neighborhood Management
220 Flower Valley Pkwy
Liberty Hill TX 78642

ELECTRONICALLY RECORDED 2025057035
Williamson County, Texas Total Pages: 15

AMENDED AND RESTATED MANAGEMENT CERTIFICATE OF SANTA RITA MASTER COMMUNITY, INC.

THIS CERTIFICATE AMENDS, RESTATES AND REPLACES IN THEIR ENTIRETIES ALL PREVIOUSLY RECORDED MANAGEMENT CERTIFICATES FOR SANTA RITA MASTER COMMUNITY, INC., INCLUDING BUT NOT LIMITED TO THAT CERTAIN AMENDED AND RESTATED MANAGEMENT CERTIFICATE OF SANTA RITA MASTER COMMUNITY, INC. RECORDED UNDER DOCUMENT NO. 2025049879, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

The undersigned, being an officer of Santa Rita Master Community, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Santa Rita Ranch

2. The name of the Association: Santa Rita Master Community, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: That certain real property situated in Williamson County, Texas, as described on Exhibit "A" to that certain Santa Rita Ranch - Amended and Restated Master Covenant, recorded as Document 2016067674, Official Public Records of Williamson County, Texas, as amended (collectively, the "**Covenant**") and any portions of Property made subject to the Covenant by the recordation of a Notice of Addition of Land.

4. The recording data for the Covenant with any amendments and/or supplements to the Covenant: The recording data for the Covenant and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. The name and mailing address of the Association: Santa Rita Master Community, Inc., c/o Goodwin Management, Inc., 11149 Research Blvd, Suite 100, Austin, Texas 78759-5227.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	Goodwin Management, Inc.
Attn:	Amanda Escobar, Executive Director
Mailing Address:	11950 Jollyville Road, Austin, Texas 78759
Telephone Number:	(512) 852-7972
Email Address:	santaritamanager@goodwintx.com

7. Website to access the Association's dedicatory instruments: asrm.sites.townsq.io/0

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Working Capital Assessment - $250.00 to initial homebuyer (new sales)

Working Capital Assessment - $375.00 homebuyer to homebuyer (resales)

Working Capital Assessment [*applies to Santa Rita Ranch AQ subdivision only*] - $650.00

Transfer Fee - $340.00

Resale Certificate Fee - $375.00

Updated Resale Certificate Fee - $65.00

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

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

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified below.

SANTA RITA MASTER COMMUNITY, INC.
a Texas nonprofit corporation

By: _____
Name: James Edward Horne
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on the 16 day of July, 2025, by James Edward Horne, the Vice President of SANTA RITA MASTER COMMUNITY, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2028

_____
Notary Public Signature

EXHIBIT A

RECORDING DATA FOR THE COVENANT AND RELATED DOCUMENTS

Document	Recording Information
Middlebrook Ranch Section 1 - Middlebrook at Santa Rita Notice of Applicability of Santa Rita Master Covenant	Document No. 2013033517
Development Area Declaration [Middlebrook Ranch Section 1] Middlebrook at Santa Rita	Document No. 2013033550
Design Guidelines [Middlebrook Ranch Section 1] Middlebrook at Santa Rita	Document No. 2013033556
Middlebrook at Santa Rita Notice of Applicability [Middlebrook Ranch Section 2]	Document No. 2013034066
Development Area Declaration [Middlebrook Ranch Section 2] Middlebrook at Santa Rita	Document No. 2013034143
Design Guidelines [Middlebrook Ranch Section 2] Middlebrook at Santa Rita	Document No. 2013034144
First Amendment to Development Area Declaration [Middlebrook Ranch Section 1] Middlebrook at Santa Rita	Document No. 2014035814
Design Guidelines [Phase 1, Section 1A] Santa Rita Ranch	Document No. 2014057953
Design Guidelines [Phase 1, Section 1B and 1C] Santa Rita Ranch	Document No. 2014057954
Design Guidelines [Phase 1, Section 3A and 3B] Santa Rita Ranch	Document No. 2014057956
Santa Rita Ranch - Notice of Applicability [Residential] Phase 1, Section 1A	Document No. 2014068472
Santa Rita Ranch - Notice of Applicability [Residential] Phase 1, Section 1B	Document No. 2014072725
Santa Rita Ranch - Notice of Applicability [Residential] Phase 1, Section 2A	Document No. 2014072726
Santa Rita Ranch - Notice of Applicability [Residential] Phase 1, Section 3A	Document No. 2014095595
Santa Rita Ranch Development Area Declaration [Santa Rita Ranch South Section 15]	Document No. 2015018529
Santa Rita Ranch - Notice of Applicability [Santa Rita Ranch South Section 15]	Document No. 2015018530

Design Guidelines [Santa Rita Ranch South Section 15]	Document No. 2015018544
Santa Rita Ranch - Notice of Applicability [Santa Rita Ranch South Section 3A]	Document No. 2015029623
Santa Rita Ranch Development Area Declaration [Santa Rita Ranch South Section 3A]	Document No. 2015029719
Santa Rita Ranch – Amended and Restated Notice of Applicability [Santa Rita Ranch South Section 3A]	Document No. 2015032155
Santa Rita Ranch Amended and Restated Development Area Declaration [Santa Rita Ranch South Section 3A]	Document No. 2015032221
Santa Rita Ranch Notice of Applicability [Santa Rita Ranch South Section 4A]	Document No. 2015032248
Santa Rita Ranch Development Area Declaration [Santa Rita Ranch South Section 4A]	Document No. 2015032336
Design Guidelines [Santa Rita Ranch South Section 3A]	Document No. 2015032688
Design Guidelines [Santa Rita Ranch South Section 4A]	Document No. 2015032759
Santa Rita Ranch Notice of Applicability [Residential] Phase 1, Section 2B	Document No. 2015044946
Santa Rita Ranch Notice of Applicability [Residential] Phase 1, Section 1C	Document No. 2015044947
Santa Rita Ranch Notice of Applicability [Residential] Phase 1, Section 3B	Document No. 2015044948
Santa Rita - Amended and Restated Community Manual	Document No. 2015045673
First Amendment to Design Guidelines [Phase 1, Section 1B and 1C] Santa Rita Ranch	Document No. 2015086896
First Amendment to Design Guidelines [Phase 1, Section 3A and 3B] Santa Rita Ranch	Document No. 2015086897
Santa Rita Ranch – Notice of Applicability [Santa Rita Ranch South Section 14]	Document No. 2015108376
Santa Rita Ranch – Development Area Declaration [Santa Rita Ranch South Section 14]	Document No. 2015108710
Santa Rita Ranch – Design Guidelines [Santa Rita Ranch South Section 14]	Document No. 2015108711
First Amendment to Design Guidelines [Middlebrook Ranch Section 1] Middlebrook at Santa Rita	Document No. 2016010364
First Amendment to Design Guidelines [Middlebrook Ranch Section 2] Middlebrook at Santa Rita	Document No. 2016010365

First Amendment to Design Guidelines [Santa Rita Ranch South Section 3A]	Document No. 2016010366
First Amendment to Design Guidelines [Santa Rita Ranch South Section 4A]	Document No. 2016010367
First Amendment to Design Guidelines [Santa Rita Ranch South Section 15]	Document No. 2016010368
Santa Rita Amended and Restated Master Covenant	Document No. 2016067674
Santa Rita Ranch – Development Area Declaration [Age-Restricted]	Document No. 2016068328
Santa Rita Ranch First Amendment to Amended and Restated Development Area Declaration [Santa Rita Ranch South Section 3A]	Document No. 2016068330
First Amendment to Development Area Declaration [Middlebrook Ranch Section 2] Middlebrook at Santa Rita	Document No. 2016068331
Santa Rita Ranch First Amendment to Development Area Declaration [Santa Rita Ranch South Section 4A]	Document No. 2016068332
Santa Rita Ranch First Amendment to Development Area Declaration [Santa Rita Ranch South Section 15]	Document No. 2016068333
Second Amendment to Development Area Declaration [Middlebrook Ranch Section 1] Middlebrook at Santa Rita	Document No. 2016068334
Santa Rita Ranch – Notice of Limited Applicability and Amendment to Master Covenant [School Tract]	Document No. 2016108943
Santa Rita Ranch – Development Area Declaration [School Tract]	Document No. 2016108994
Santa Rita Ranch – Notice of Applicability [Santa Rita Ranch South Section 13]	Document No. 2016116348
Santa Rita Ranch – Development Area Declaration [Santa Rita Ranch South Section 13]	Document No. 2016116349
Santa Rita Ranch – Design Guidelines [Santa Rita Ranch South Section 13]	Document No. 2016116350
Santa Rita Ranch – Notice of Applicability [Residential] Phase 1, Section 6A	Document No. 2017005412
Santa Rita Ranch – Design Guidelines [Phase 1, Section 6A]	Document No. 2017006968
Santa Rita Ranch – Notice of Applicability [Residential] Phase 1, Section 4	Document No. 2017009723
Santa Rita Ranch – Design Guidelines [Phase 1, Section 4]	Document No. 2017009724
Santa Rita Ranch – Notice of Applicability [Residential] Phase 1, Section 1D	Document No. 2017041730

Santa Rita Ranch – Notice of Applicability [Santa Rita South Section 4B]	Document No. 2017066714
Santa Rita Ranch – Development Area Declaration [Santa Rita South Section 4B]	Document No. 2017066855
Santa Rita Ranch – Design Guidelines [Santa Rita South Section 4B]	Document No. 2017066856
Santa Rita Ranch – Notice of Applicability [Santa Rita South Section 11]	Document No. 2017106666
Santa Rita Ranch – Development Area Declaration [Santa Rita South Section 11]	Document No. 2017106746
Santa Rita Ranch – Design Guidelines [Santa Rita South Section 11]	Document No. 2017106747
Santa Rita Ranch – Notice of Applicability [Residential] Phase 1, Section 1E	Document No. 2017116841
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Santa Rita Ranch – Notice of Applicability [Phase 6, Section 3]	Document No. 2024061829
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Santa Rita Ranch – Notice of Applicability [Phase 7B, Section 2]	Document No. 2025049832
Santa Rita Ranch – Notice of Applicability [Phase 7C, Section 1]	Document No. 2025049834

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SANTA RITA RANCH

SANTA RITA RANCH

AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

Declarant: SANTA RITA KC, LLC, a Texas limited partnership.

Reference the Santa Rita Ranch Amended and Restated Master Covenant, recorded as Document No. 2016067674 in the Official Public Records of Williamson County, Texas, as amended and the Santa Rita Ranch Amended and Restated Development Area Declaration [*Residential*], recorded as Document No. 2020027754 in the Official Public Records of Williamson County, Texas, as amended.

THIS INSTRUMENT AMENDEDS, RESTATED AND REPLACED IN ITS ENTIRETY THAT CERTAIN SANTA RITA ADOPTION OF WORKING CAPITAL ASSESSMENT, RECORDED AS DOCUMENT NO. 2024002096, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SANTA RITA MASTER COMMUNITY, INC.
AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

The following Amended and Restated Adoption of Working Capital Assessment is made pursuant to *Section 5.08* of that certain Santa Rita Amended and Restated Master Covenant, recorded under Document No. 2016067674, Official Public Records of Williamson County, Texas, as amended (the "Master Covenant") by SANTA RITA KC, LLC, a Texas limited liability company (the "Declarant"), and is as follows:

RECITALS

A. Declarant previously caused to be recorded that certain Santa Rita Ranch Adoption of Working Capital Assessment, recorded as Document No. 2018096903, Official Public Records of Williamson County, Texas (the **"Prior AWCA"**).

B. Pursuant to Paragraph 3 of the Prior AWCA, the amount of the Working Capital Assessment designated therein is subject to change from time to time by Declarant, during the Development Period. The Development Period is currently in effect.

C. Declarant desires to amend and restate the Prior AWCA in order to change the amount of the Working Capital Assessment.

NOW, THEREFORE, Declarant hereby amends and restates the Prior AWCA, together with all prior amendments thereto, in their entirety, as follows:

1. **Working Capital Assessment**. In accordance with *Section 5.08* of the Covenant, Declarant adopts a working capital assessment for owner-to-owner sales equal to Four Hundred Dollars ($400.00). Declarant adopts a working capital assessment for builder to homeowner sales equal to Four Hundred Dollars ($400.00) (collectively the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Declaration unless otherwise exempt pursuant to *Section 6.4* of the Declaration.

2. **Waiver**. Any existing Owner who sells its current Residential Lot or Residential Condominium Unit within the Santa Rita Development (the "**Current Resident**") to subsequently purchase a different Residential Lot or Residential Condominium Unit within the Santa Rita Development (the "**Subsequent Residence**") shall not be required to pay a Working Capital Assessment upon the transfer of title of the Subsequent Residence; provided; however, the two closings must occur within a ninety (90) day window. The provisions set forth in the Section shall serve as a waiver made by Declarant made pursuant to *Section 5.08* of the Master Covenant. Notwithstanding the foregoing, the purchaser of the Currant Residence shall be required to pay a Working Capital Assessment upon the transfer of title of the Current Residence to the purchaser.

3. **Subject to Change**. The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until expiration or termination of the Development Period, and by the Board thereafter.

4. **Effective**. The Working Capital Assessment is executed to be effective as of the 1st day of January, 2026.

5. **Capitalized Terms**. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this notice is recorded in the Official Public Records of Williamson County, Texas.

DECLARANT:

SANTA RITA KC, LLC,
a Texas limited liability company

By: MREM Texas Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
Charles Elder, Vice President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 6th day of January, 2026, by Charles Elder, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, Manager of Santa Rita, KC, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) JONI V. COLLINS NOTARY PUBLIC STATE OF TEXAS ID 10800840 EXP. 04-02-2026

_____
Notary Public, State of Texas

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