

POTRANCO ACRES
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS

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**POTRANCO ACRES
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

This POTRANCO ACRES Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration") is made to be effective as of the date of recordation hereof in the Real Property Records of Medina County, Texas, by POTRANCO ACRES, LLC, a Texas limited liability company ("Declarant").

RECITALS

Declarant is the owner of the real property in Medina County, Texas, described in Exhibit A attached hereto and incorporated herein (such property and such additional real property as may be annexed and subjected to this Declaration being herein collectively referred to as the "Subdivision"), Declarant desires to develop the Subdivision as a single-family residential community generally known and marketed as POTRANCO ACRES. Potranco Acres is located within the Potranco Acres Public Improvement District ("Potranco Acres PID").

The purpose of this Declaration is to provide for homes and structures within the community that will enhance and reflect the natural beauty of landscape and culture of Medina County, Texas and to protect against the construction of poorly designed homes, to encourage attractive landscaping and improvements with consistent style and aesthetic, to foster a safe and cohesive rural community, and promote the economic value of the Property as a whole. Thus, Declarant desires to provide a uniform plan of development and maintenance for the Subdivision and to subject the real property within the Subdivision to the covenants, conditions, restrictions, easements, assessments, charges, and liens hereinafter set forth.

Declarant has deemed it desirable to create a one or more associations with the power to maintain and administer the Common Areas within the Subdivision and with the authority to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges created in this Declaration or in other Governing Documents. The Potranco Acres Public Improvement District will assist with funding certain maintenance and improvements such as roads. The Potranco Acres Homeowners Association, Inc. ("Association") has or will be incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the foregoing functions.

NOW, THEREFORE, Declarant declares that the real property within the Subdivision is and shall be held, developed, improved, transferred, sold, conveyed, occupied, and enjoyed in accordance with and subject to the covenants, conditions, restrictions, easements, assessments, charges, and liens hereinafter set forth and shall hereinafter be subject to the jurisdiction and assessments of Potranco Acres Public Improvement District and Potranco Acres Homeowners Association, upon and subject to the terms and provisions herein stated; it being expressly agreed and acknowledged that the covenants, conditions, restrictions, easements, assessments, charges and liens herein set forth shall run with the land and be binding on all parties having any right, title or interest in the lots, and their respective heirs, successors and assigns.

**ARTICLE 1
DEFINITIONS**

The capitalized terms used in this Declaration shall have the meaning subscribed to such term as set forth below:

"Annexation Area" means the real property which Declarant may cause to be annexed to the subdivision

and the jurisdiction of the association.

"Architectural Design Guidelines" or "Guidelines" or "ADGs" means, collectively, the architectural guidelines and/or standards for the subdivision promulgated by the ARC.

"Architectural Review Committee" and "ARC" means the architectural review committee established in this Declaration.

"Assessments" means the assessments levied in accordance with this Declaration and any other amount due to the association by an Owner levied against an owner by the association under this Declaration or the other Governing Documents.

"Association" or "HOA" means Potranco Acres Homeowners Association, a Texas limited liability company, its successors and assigns.

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

"Builder" means an individual or entity approved by Declarant for construction of a Home within the Subdivision and who may have purchased one or more lots from Declarant for the purpose of construction and resale to others, or who builds for an Owner on Owner's lot.

"Bylaws" means the Bylaws adopted by the Board of the association, as amended from time to time.

"Common Areas" means all property leased, owned, or maintained by the association for the use and benefit of the Members of the Association. The initial Common Areas are designated on the Subdivision Plat. Declarant and/or the Association may, but shall not be obligated to, designate additional common areas from time to time.

"County" means Medina County.

"Covenants" means the covenants, conditions, restrictions and other terms and provisions set forth in this Declaration.

"Declarant" means Potranco Acres, LLC, a Texas limited liability company, and its successors or assigns, as same may be evidenced by written instrument recorded in the Real Property Records of Medina County, Texas.

"Declarant Control Period" means that period of time during which Declarant controls the operation and management of the subdivision and association.

"Declaration" means this Potranco Acres Declaration of Covenants, Conditions, Easements and Restrictions, and all amendments, annexations and supplements made in accordance with the terms herein.

"Easements" means easements within the Subdivision for access, utilities, drainage and other purposes.

"Governing Documents" means this Declaration; any amended or supplemental declaration; any ADG's or other rules adopted by the ARC; the policies, rules or regulations adopted by the Board; and the Certificate of Formation and/or Bylaws of the Association; all as amended from time to time.

"Governmental Authority" means all federal, state and local authorized, agencies, commissions and regulatory bodies having jurisdiction over the subdivision or the lots, or any portion thereof, or over the Declarant or Owners, including, but not limited to, Medina County, Texas.

"Home" means a single family residential living constructed on a Lot and its attached or detached garage situated on the Lot. Any references to "home", "house," "living unit", "residence" or "dwelling" shall have the same meaning as "Home".

"Improvements" means every structure on the lots and all appurtenances thereto, including, but not limited to, residences, garages, buildings, outbuildings, storage sheds or buildings, guest quarters, gazebos, greenhouses, barns, basements; patios, driveways, walkways, paved areas, large barbecue units, and outdoor kitchens; fountains and large visible decorative items; swimming pools, spas, tennis courts, play structures, and recreational equipment; fences, screening walls, retaining walls, stairs, decks, landscaping, poles and signs; exterior air conditioning and water softener fixtures or equipment; and pumps, tanks, pipes, lines, meters, antennae, satellite dishes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, fiber optic facilities or other utilities.

"Lot" means any tract of land within the subdivision, except for the Common Areas.

"Member" means Owner and includes Declarant.

"Mortgage" means any mortgage or deed of trust covering any lot or portion thereof given to secure the payment of a debt.

"Mortgagee" means the holder or holders of any Mortgage(s), or any other interest held as security for the performance of an obligation.

"Occupants" means, collectively, all residents, tenants, lessees, guests, invitees, or other occupant of any Living Unit and/or Lot or other Improvements thereon.

"Owner" means the record owner(s), whether one, or more persons or entities, of fee simple title to any Lot within the subdivision, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

"Public Improvement District" or "PID" or "District" shall mean the entity created by the County under Chapter 372 of the Local Government Code to promote economic development and to stimulate responsible and proper growth in the County and which may levy a special assessment collected by the County for certain improvements and maintain and repair the Common Areas such as private streets, the entrance and its landscaping. A PID is not controlled by homeowners and is not the same as a homeowners association, but provides benefit to only Potranco Acres Subdivision.

"Plans and Specifications" means all documents designed to guide or control construction, appearance, alteration, or removal of any Improvement or any information deemed necessary or required by the ARC.

"Single Family" means a group of individuals related by blood, adoption, or marriage, or a number of unrelated house mates equal to the number of bedrooms in a home.

"Subdivision" means the real property in Medina County, Texas, marketed as Potranco Acres, and further described in the Subdivision Plat, and such additions thereto as may hereafter be annexed into and subjected to this Declaration.

"Subdivision Plat" means the revised Subdivision Plat establishing Potranco Acres in Medina County, Texas, as recorded in the Office of the County Clerk in in the Plat Records of Medina County, Texas, Cabinet 3, Slide 940-943, Clerk's File Number 2020010380 and any replat of or amendments thereto.

"Tree Preservation Zone (TPZ)" means an area where construction and permanent improvement are prohibited to provide a natural buffer from neighbors and preserve trees.

"Variance" means any variance or waiver relative to deviations from the requirements of this Declaration and/or the ADGs granted by the ARC in accordance with this Declaration and Governing Documents.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled equipment intended for transporting people or goods whether self-propelled or towed, including but not limited to van, bus, motorcycle, wagon, motor scooter, golf cart, garden maintenance equipment, recreational vehicle, commercial vehicle, camping unit regardless of whether said vehicle is wrecked, junked or inoperable.

ARTICLE 2 IMPOSITION OF COVENANTS.

(a) Declarant imposes these Covenants on the Subdivision. All Owners and other occupants of the lots by their acceptance of their deeds, leases, or occupancy of any lot agree that the subdivision is subject to the Covenants. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the subdivision for the benefit of all Owners. These covenants run with the land and shall be binding on all parties for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless modified by instrument signed by a majority of then owners (namely 67% of Owners) of the lots agreeing to change said covenants in whole or in part, except as prohibited herein.

(b) Invalidation of any covenant by judgment or court order shall in no way adversely affect any of the other covenants.

(c) Each Owner and Occupant of a lot agrees to comply with the Governing Documents and agrees that failure to comply may subject such person to payment of fines, lien, foreclosure of the Lot, and other enforcement action for the breach.

(d) All of the lots in the Subdivision shall be for single family residential purposes, and all Improvements are to be customary to single family residential use. Operations of businesses on such premises will not be permitted except for business activities that are customary for home bound businesses, are not noticeable to the public and are approved by the Declarant or Homeowners Association (HOA). No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried on in any portion of the property or in any improvement thereon other than a home office which does not accept invitees, clients, customers or guests. No improvement constructed on a lot may be used as an apartment house, flat, lodging house, hotel or bed and breakfast, or similar purpose.

(e) All Improvements must follow the covenants of use, and restrictions for construction, design, and development and the architectural guides contained in Exhibits C and D to this Declaration and incorporated herein. No Improvement may be constructed, altered, or removed upon or from any of the Property without the prior written approval of the Architectural Committee. Further architectural guidelines and procedures may be promulgated by the Declarant, ARC and/or Association and these may be amended or changed. Any action, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, including, but not limited to, its color, or which involves the removal of any Improvement from a Lot, shall be performed only with the prior written approval of the Architectural Committee. The positioning of all Improvements upon all Lots is hereby expressly made subject to Architectural Committee review. No Improvement shall be allowed on any Lot that is of such size or architectural design or that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Subdivision and the surrounding area.

(f) A Builder must be approved in writing by the ACC prior to construction. Prior to construction, the

approved Builder shall deposit \$1,000.00 with the Association for any damages caused by Builder or his agents, subcontractors or employees to the common areas as the ARC may determine in its sole discretion. If after construction is complete and no damage has been accessed, the deposit shall be refunded.

(g) CONSTRUCTION DEADLINES. From the date of sale and funding of any Lot by Declarant, Owner (or Builder) has a maximum of twelve months to begin construction on the Lot and a maximum of twelve months thereafter to complete construction of the Home, garage, driveway, sidewalks, and landscaping on the Lot. Either Declarant or the Association may enforce this in any manner allowed by law including but not limited to assessment of fines, damages, fees, a lien on the Lot and/or foreclosure.

ARTICLE 3. ANNEXATION.

(a) Additional properties may be annexed by Declarant, its successor, and assigns and be subjected to this Declaration and Governing Documents, without the consent or vote of any Owners or members. Such additions shall be made by filing of record a certificate of annexation and may contain such complementary additions and/or modifications of the covenants and restrictions contained in the Declaration as may be applicable to the specific type of development. Declarant expressly reserves the right to make any deletions, additions and/or modifications as are necessary, in Declarant's sole discretion, to reflect the different sizes, types and/or styles of residential products within the Annexation Area (i.e., garden homes, estate homes, traditional homes, etc.), or commercial uses within the Annexation Area. In no event however, shall any such certificate of annexation and/or separate or supplemental declaration be construed so as to revoke, modify or add to the covenants herein for the current property covered by this Declaration.

(b) No Owner or Member shall have the right to amend the Declaration to eliminate, modify, or change the rights of Declarant of Annexation.

(c) Withdrawal of Properties. Declarant may, at any time and from time to time, reduce or withdraw real property owned by Declarant from the Subdivision, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set out herein shall no longer apply to the real property withdrawn. Declarant shall be required only to record a notice of withdrawal referencing this Declaration and describing the withdrawn real property in the Real Property Records of Medina County, Texas.

(d) Declarant reserves the right to use all subdivision roads for future development. Declarant reserves the right to amend, modify or re-plat at any time Declarant deems necessary. Declarant reserves the right to withdraw a lot or lots owned by Declarant for use as a road or ingress/access easement to property adjacent to the Subdivision. Declarant may maintain a sales office on a lot until such time as the last lot in the subdivision is sold and funded.

(e) Streets within the Subdivision are not public streets, but are private streets owned by the PID. PID shall maintain the private streets until such time as they are dedicated to the Association.

ARTICLE 4. ARCHITECTURAL REVIEW AND ARCHITECTURAL REVIEW COMMITTEE

(a) Creation and Composition. Declarant has architectural control while lots in Potranco Acres are under residential construction. Declarant (or its assigns) shall act as the Architectural Review Committee (ARC) until Declarant transfers ARC authority to the Potranco Acres Homeowners Association or when at least 75% of the lots are sold to third parties with the intent to build a residence.

Thereafter, approval for all structures and improvements must be given by the ARC composed of no less than three (3) members appointed by the Board of Directors as a committee of the Potranco Acres Homeowners Association. A majority of the ARC may act for the ARC, meaning a simple majority vote cast by ARC members present. At least two members must be present at any meeting. No member of the ARC shall be compensated for services pursuant to this covenant. Board may remove or replace an ARC member at any time, other than Declarant.

(b) Function. The ARC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Declarant or HOA. The ARC may review any other relevant information as it may request. No Improvement shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of the lots until the Required Plans, in such form and detail as the ARC may deem necessary, shall have been submitted to and approved in writing by the ARC.

(c) Guidelines. The ARC shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein and the decision of the ARC shall be final and binding so long as it is made in good faith. The ARC has the right but not the obligation to promulgate ADGs for the subdivision that do not conflict with the other Governing Documents to carry out its purposes. The ADGs and the other documents which may affect an impact Improvements shall be maintained at the offices of the ARC. Each Owner and prospective Owner is advised to obtain these documents and carefully examine the ADGs and exhibits to this Declaration.

The ARC may employ professional consultants or agents to assist it in discharging its duties and impose reasonable fees for processing of submissions. Without notice to the Owner or any other party, the ARC may modify, amend or otherwise change the ADGs. The ARC shall also have the right to promulgate different ADGs for additional property annexed into the subdivision.

The ARC may disapprove the construction or design of any improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the subdivision and of other owners, or to preserve the natural beauty of any surroundings, by preventing unusual, radical, uncommon, curious, or peculiar designs from being constructed in the subdivision. The ARC has the right to consider all of the Plans and Specifications for the Improvement or proposal in question, proposed placement of the house on the Lot, view obstructions, and any other fact, materials, construction samples and other information which it considers, in its sole discretion, to be relevant. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the ARC if the ARC feels that the repetition of such matters will have an adverse effect on the subdivision.

(d) Governmental Regulations Control. The ARC does not and cannot determine compliance with any applicable Governmental Regulations, building codes or other standard for construction. Compliance with building standards and codes is the sole responsibility of Owner or Builder. All improvements located, erected, constructed and installed upon any lot shall conform to and be continuously maintained in accordance with all applicable Governmental Regulations.

(e) Procedures. The Owner of a lot shall submit all Required Plans to the ARC for approval in accordance with the requirements set forth in Exhibit C and D hereto. If plans submitted by any owner are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, or may notify the Owner that additional documents or information is required. If the submitted plans are deemed to be inadequate or incomplete, it may postpone its review and need not commence until the ARC has received a complete set of the Required Plans and requested information. The ARC may, in its discretion, assess a fee, not to exceed \$250.00, for each plan review.

If the Architectural Review Committee approves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Approved" and include his/her signature and the date of approval; and retain one set for its records and return one set to the Owner.

The Owner must commence construction within 120 days of the ARC's approval thereof or such approval shall be deemed withdrawn. Upon written request of an Owner, the ARC shall grant up to two (2) thirty-day extensions of such approval. Owner shall have not more than twelve (12) months to complete construction after commencement. If construction fails to start before the designated commencement date, the approval of the Required Plans shall be deemed withdrawn.

If the ARC disapproves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Disapproved" with his/her signature and the date thereof; and retain one set for its records and return one set to the Owner, with a written statement of all of the items that were found not to comply with this Declaration. Thereafter, the Owner shall submit to the ARC two (2) revised sets of Plans and Specifications, with notations thereon sufficient to identify the revised portions, and the Architectural Review Committee shall act on such revised Plans and Specifications within ten (10) days after receipt

(f) Required Plans. The initial Required Plans submitted for all Owners and Builders excluding the Declarant and any affiliate of Declarant, are set forth in Exhibit B attached hereto and incorporated herein. Builders may submit their design plans as master design plans, which plans shall include all specifications, including exterior materials and colors that may be used when building each design. The Required Plans submittals are subject to review and revision by the ARC from time to time without further notice to any Owner or other person.

(g) Variances. The ARC shall have the right, but not the obligation, to grant Variances relative to deviations and infractions of this Declaration and/or the ADGs. Upon submission of a written request for a Variance, the ARC may, in its sole discretion, permit an Owner to construct, erect or install an improvement which is in variance from the Covenants or the ADGs. In any case, however, the improvement with such Variance must, in the ARC's sole discretion, blend effectively with the general architectural style and design of the subdivision and must not detrimentally affect the integrity of the subdivision. All requests for Variances shall be in writing, shall be specifically indicated to be a request for Variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the Variance requested. All requests for Variances shall be deemed to be disapproved if the ARC has not expressly approved such request in writing within thirty (30) days of the submission. The decision to grant a Variance to an Owner(s) shall not constitute a waiver of the ARC's right to deny a Variance to another Owner. The decisions of the ARC with respect to Variances shall be final and binding upon the Owner.

(h) Failure to Act. If the ARC fails to provide Owner with written notice of the approval of or disapproval of a plan after submission by Owner of all Required Plans and/or requests for additional documents or information, it shall be presumed after thirty days that the ARC has approved such plans: provided, however, that a deemed approval of any plan submitted shall not permit a violation of any of the terms of this Declaration, nor extend to any deviation from or alteration to the plans actually submitted or improvements or other plan details not included in the submitted plans, nor to any matter requiring a Variance.

(i) Injunctive Relief Available. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, or Declarant may seek to enjoin such construction or seek other relief against the Owner or Builder.

(j) Compliance Inspection. The ARC, its agents, and/or professional consultants may, but are not required, to enter any lot or the improvements thereon to determine compliance with the requirements of this Declaration, the ADGs, or any other documents or approvals by the ARC. The ARC's agent may inspect those items reviewed by the ARC, including inspection for conformance to the site plan (grading and drainage), building plan, landscaping plan, and exterior design, colors and materials. Neither the

upon, shall be secured immediately by a lien upon the Lot. The Association shall have the power and authority to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its agents, contractors, successors or assigns.

- (8) To retain and pay for the services of a manager or management company to manage and operate the Association;
- (9) To retain and pay for legal and accounting services necessary or proper in the operation of the Association;
- (10) To obtain and pay for any other property and services;
- (11) To enter into (or grant the authority to others enter into) contracts with Declarant and with other persons;
- (12) To acquire, hold, and dispose of any interest in tangible and intangible personal property and real property for the benefit of the Subdivision and on the general public. Upon Declarant's written request, the Association will re-convey to Declarant any real property that the Declarant originally conveyed to the Association for no payment to the extent conveyed in error as needed to make minor adjustments in property lines or easement;
- (13) To act to suspend an Owner's rights under the Governing Documents;
- (14) To grant Easements over the common areas for utility, drainage, or other purposes.

(d) Control of Association. Upon termination of the Declarant Control Period or such prior time as Declarant may elect, in writing, the Owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such turnover by Declarant, the Owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of this Declaration and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. After turnover, any Board Members/Directors must be Owners within the Subdivision. Notwithstanding anything to the contrary, until such turnover has taken place, the management of the Association shall be solely by Declarant and/or its agents and representatives, and any expenses incurred in such management shall be reimbursed to Declarant by the Association, including, without limitation, the cost of Declarant and/or its agents and representatives for the time spent in the management of the Association. Declarant will always retain one seat on the ARC and one seat on the Board of Directors.

(e) Books and Records. The ARC and Association will maintain written records of all requests submitted to it and of all actions taken. Any Owner may inspect the records of the ARC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

ARTICLE 7. ASSESSMENTS.

(a) Right To Levy. The Association may levy Assessments to promote the health, safety, welfare and recreation of the residents in the Subdivision; to fund operating expenses of the Association; to improve and maintain the Common Areas; to enforce these Declarations or Governing Documents, and for any other purpose permitted by Applicable Law. Assessments will be levied uniformly against each Lot except as provided for herein for Owner or certain lots owned by a Builder. Declarant may, but is not obligated to pay, a deficiency which may result should the cost of maintenance exceed the amount of the Assessments received from the Owners; provided, however, in such event, Declarant shall receive a credit against Assessments on Lots owned by Declarant;

ARC, Association nor their members or agents shall be subject to any liability for trespass, other tort or damages, or claims in connection with or arising from such entry. If the ARC determines that significant field discrepancies exist, the ARC may notify the Owner of the nature and extent of the discrepancy. Written clarification must be supplied by Owner to the ARC within ten (10) working days of receipt of such notification. If clarification by the Owner is not forthcoming or is determined to be inadequate by the ARC, the ARC may at its sole discretion retain a private consultant for the purpose of obtaining an outside opinion. All reasonable professional fees and expenses associated with this procedure may be assessed by the ARC against and collected from the Owner.

ARTICLE 6.
POTRANCO ACRES HOMEOWNERS ASSOCIATION

(a) Establishment and Governance. The Potranco Acres Homeowners Association ("Association") is a non-profit established by Declarant filing its Certificate of Formation and shall be governed by the Certificate of Formation, its Bylaws, and this Declaration. Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Membership and Voting. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association will be a Member of the Association; provided, however, that any person or entity holding an interest in any lot merely as security for the performance of an obligation shall not be a Member. Membership is appurtenant to and runs with the land. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligation. Members shall have one (1) vote per lot. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot. NOTWITHSTANDING THE FOREGOING, DURING THE DECLARANT CONTROL PERIOD, DECLARANT AND EACH BUILDER MEMBER SHALL HAVE TWENTY-FIVE (25) VOTES PER LOT OWNED BY THEM.

(c) Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board shall have and perform each of the following duties:

- (1) To levy Assessments as provided herein.
- (2) To accept conveyance of title to a Common Area from Declarant or PID.
- (3) To pay all real and personal property taxes and other assessments levied with respect to any Common Area and any other property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (4) To obtain and maintain policies of insurance which, in the Board's judgment, are reasonably necessary or appropriate to carry out the Association's functions, including indemnification of director, and officers.
- (5) To promulgate, amend or repeal and re-enact, Association Bylaws, not in conflict with this Declaration.
- (6) To pay all expenses incurred by the ARC;
- (7) To enter at any time (or grant the PID the authority to enter at any time) in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot, but expressly excluding entry into any Improvement thereon, for the purpose of enforcing this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered

(b) **Covenant and Right to Enforce.** Each purchaser of any Lot, by acceptance of a deed therefor, shall be deemed to covenant to pay to the Association each Assessment levied hereunder against such Lot, whether or not such covenant was expressed in the deed or other conveyance. An Assessment together with interest and costs of collection, is a personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by an express and continuing vendor's lien on each Lot, which lien is reserved by Declarant and may be assigned to the Association. The Declarant or Association may enforce payment of such Assessments in accordance with this Declaration. By acceptance of a deed to a lot, each owner grants the lien, together with the power of sale, to the Association to secure Assessments.

(c) **Pro Rata Assessment.** Where an Owner's obligation to pay Assessments first arises after the commencement of the year or other period for which an Assessment was levied, such Assessment shall be in a prorated amount proportionate to the fraction of the year or other period remaining after said date. Upon the recording of this Declaration, and until amendment, the regular annual Assessment shall be \$150.00 per Lot per year.

(d) **Annual Assessment.** 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 including, but not limited to, the cost of all management, repairs and maintenance, the cost of administering and enforcing the covenants and restrictions contained herein, 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. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessment 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, the Association may at any time, and from time to time, levy further annual Assessments in the same manner. All such regular Annual Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments on or before the first day of January, April, July, and October or in such other manner that the Board may designate in its sole and absolute discretion. At the Board's sole and absolute discretion, the maximum regular Annual Assessments permitted hereunder may be increased by no more than ten percent (10%) per year, unless approved by at least fifty percent (50%) of the Members who are voting in person or by proxy at a meeting duly called for such purpose in accordance with the Bylaws.

(e) **Special Assessment.** In addition to the regular Annual Assessments provided for herein, the Board may levy Special Assessments against the lots (except for the Exempt Property) to enable the Board to carry out the mandatory functions of the Association under this Declaration, the construction, repair, replacement or improvement of the Common Areas and any capital improvement thereon, or for any other purpose requiring funds exceeding those available from the Annual Assessments. The amount of any Special Assessments will be at the reasonable discretion of the Board. All special Assessments levied hereunder shall require the approval of at least sixty (60%) of the Members at a meeting called for that purpose by written notice provided to each Member and in accordance with the Bylaws.

(f) **Unimproved Property of Declarant.** All Unimproved Property owned by Declarant shall be assessed at the rate of fifty percent (50%) of the rate established for the Annual Assessments and Special Assessments hereunder from time to time. All Unimproved Property owned by a Builder shall be assessed at the rate of fifty percent (50%) of the rate established for the Annual Assessments and Special Assessments hereunder from time to time. For purposes hereof, "Unimproved Property" means those portions of the Subdivision on which construction of a residence has not been completed. From and after the date or completion of construction of a residence on a lot, the Lot shall be assessed at the full rate established for the Annual and Special Assessment hereunder.

(g) **Late Charges.** If any Assessment is not paid by its due date, the Owner responsible for the payment may be required by the Board to pay a late charge in such amount as the Board may designate,

and the late charge will be a charge upon the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments. Unless and until changed by the Board, a late charge of \$20.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 6 percent per year. The Board may change the late charge and the interest rate.

(h) **Costs, Attorney's Fees, and Expenses.** If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

(i) **Owner's Personal Obligation for Payment of Assessments.** To the fullest extent permitted by Applicable Law, Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which such Assessments are levied. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1½% per month), together with all costs and expenses of collection, including reasonable attorney's fees, court and other costs.

(j) **Assessment Lien and Foreclosure.** The payment of all sums assessed pursuant to this Declaration and Governing Documents is, secured by the continuing lien granted to the Association and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for tax liens.

The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, provided, however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent Assessment, the lien for the delinquent Assessment will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable.

Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. To the extent permitted by Applicable Law, the Assessment lien may be foreclosed by judicial or nonjudicial methods.

(k) **Fines and Damages Assessment.** The Board may assess fines against an Owner (or Owner's family, Owner's Occupant, guests, employees, contractors, agents or invitees) for violations of any Covenants set forth in this Declaration or Governing Documents. Any fine and/or charge for damage levied in accordance with this Section will be considered an Assessment pursuant to this Declaration. 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 (or Owner's family, Owner's Occupant, guests, employees, contractors, agents or invitees) for pecuniary loss to the Association from property damage or destruction of any Common Area or any facilities owned or maintained by the Association. The Board may from time to time adopt a schedule of fines.

(l) **Working Capital Assessment.** In addition to the other Assessments provided herein, at closing of the conveyance of each Lot by Declarant to a Builder or to an Owner, the Builder or Owner shall pay to the Association a fee in the amount of \$900.00 per Lot ("Working Capital Assessment") to be applied by the Association from time to time and in its discretion for any working capital requirements of the Association. The Working Capital Assessment shall not constitute any advance payment of any other Assessments payable hereunder or a measure of damages in case of default by the owner and shall be

non-refundable to the Owner in all events. Declarant is not required to pay the Working Capital Assessment for any Lot owned by Declarant or any affiliate of Declarant.

(m) Liens. The payment of Annual Assessment, Special Assessment, Late Fee, Fine, Damages, and/or Working Capital Assessment, together with interest and all costs of collection including attorney's fees, shall each be secured by the lien granted to the Association pursuant to this Declaration.

(n) Public Improvement District Assessment. In addition to Assessments by the Association, Owner is also responsible to the Potranco Acres Public Improvement District ("PID") for its annual assessments.

Because the property is located in a Public Improvement District, §5.014, Property Code, requires Seller to notify Buyer as follows: AS A PURCHASER OF THIS PARCEL OF REAL PROPERTY YOU ARE OBLIGATED TO PAY AN ASSESSMENT TO MEDINA COUNTY FOR AN IMPROVEMENT PROJECT UNDERTAKEN BY A PUBLIC IMPROVEMENT DISTRICT UNDER CHAPTER 372, LOCAL GOVERNMENT CODE. THE ASSESSMENT MAY BE DUE ANNUALLY OR IN PERIODIC INSTALLMENTS. MORE INFORMATION CONCERNING THE AMOUNT OF THE ASSESSMENT AND THE DUE DATES OF THAT ASSESSMENT MAY BE OBTAINED FROM THE MEDINA COUNTY TAX ASSESSOR COLLECTOR LEVYING THE ASSESSMENT. THE AMOUNT OF THE ASSESSMENTS IS SUBJECT TO CHANGE. YOUR FAILURE TO PAY THE ASSESSMENTS COULD RESULT IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

A POTRANCO ACRES PUBLIC IMPROVEMENT DISTRICT (PID) ASSESSMENT IS NOT A TAX.

(o) Exempt Property. The following Property will be exempt from the Assessments, charges and liens:

- (1) All area dedicated and occupied by Governmental Authority, by recordation of an appropriate document in the Real Property Records of Medina County, Texas;
- (2) The Common Areas; and
- (3) Portions of the Subdivision designated for common use, green belts, common areas, residential roads, drainage easements, recreation facilities, private streets, or otherwise designated as non-developable property by the Association and/or portions of the Property owned by the Association as reflected on the Subdivision Plat.

The owners of the Exempt Property will not be liable for Assessments, charges or liens which would otherwise be attributable to such property.

ARTICLE 8. COMMON AREAS, STREETS, AND OTHER MATTERS.

(a) Mortgage and Conveyance of Common Areas. After the Declarant Control Period, Common Areas owned by the Association shall not be mortgaged or conveyed by the Association without the prior approval of fifty percent (50%) of the Owners. If ingress or egress to any Lot is through the common Areas, any mortgage or conveyance of the Common Areas by the Association shall be subject to an easement of ingress and egress for the owner of such Lot(s). Ownership of all or any portion of the Common Areas will be transferred to the Association, free of encumbrance other than as provided herein, at a time deemed appropriate by the Declarant. Nothing herein shall be construed as requiring Declarant to construct Improvements upon the Common Areas.

(b) Appearance of the Common Areas. Areas of the Development are intended to retain a "natural" appearance, as compared to a "manicured" appearance. Accordingly, Common Areas may be seeded with vegetation which is indigenous to South and Central Texas, and are to be maintained in accordance with the natural cycle of such indigenous vegetation.

(c) **Members' Easements of Enjoyment.** In consideration for payment of Assessments, every Member shall have a common right and easement of enjoyment in and to the Common Areas and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the terms and conditions set forth in the Governing Documents and to the rights of the Association. An Owner's right to use and enjoy the Common Areas extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents. An Owner may not erect or alter any Improvement on, or clear, landscape, or disturb, any Common Areas except as approved by the Association.

(d) **Streets.** Streets within the Subdivision shall be private and shall be owned by the PID. Declarant and/or its contractor warrants the construction of the streets for a period of one year from completion of the street as verified by the project engineer engaged by Declarant. Maintenance beyond the one-year warranty period is the responsibility of the Association and/or PID.

The Board of Directors may make reasonable rules and regulations governing access to the Subdivision and the use of Subdivision streets, including speed, safe driving, parking, and may prescribe such penalties, as it determines reasonable and necessary to promote safety within the Subdivision. In the event an Owner or Owner's family member or guest or occupant repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Subdivision, such person may be subject to such penalties, including, but not limited to fines and/or the temporary suspension of such person's right to traverse the private streets within the Subdivision via motorized vehicle for a period not to exceed thirty (30) days.

The Board may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement or the penalties as may be reasonably necessary to give effect to this Section. In the event speed and traffic control in the Subdivision are assumed by a city or public agency with jurisdiction to issue citation and penalties, the penalties prescribed herein may not be imposed in addition to the penalties imposed by said public entity.

(e) **Entry Gate.** Vehicular access to the Subdivision will be provided through a controlled entry gate to be maintained by the Association. Absent Declarant's written consent to the contrary, the Subdivision entry gate shall be kept open to the public during daylight hours (or from 6:00 a.m. to 6:00 p.m., whichever is longer) until six months following the closing and funding of the sale of the last Lot (improved with a residence) owned by Declarant and the Builders within the Subdivision (and future phases of development annexed to the jurisdiction of the Association). This right of entry is to permit access to Lots by prospective new home purchasers and builders to complete construction of homes. The provisions of this section may not be amended without the written consent of Declarant, until the last Lot in the Subdivision (improved with a residence) has closed and funded.

(f) **Security.** The Association is not a provider of any security, and Owners must provide their own security for their home, improvements, and personal property within the Subdivision.

(g) **View Impairment.** Neither Declarant nor the Association guarantees or represents that any view over and across the Lots, Common Areas, or other space within the Subdivision will be preserved without impairment. Neither Declarant, the Association, nor the ARC shall have any obligation to relocate, prune, or thin trees or shrubs on the Common Areas. The Association shall have the right to add trees and other landscaping to the Common Areas. There shall be no express or implied easements for view purposes or for the passage of light and air.

(h) **Notice of Transfer of Title.** Any Owner, other than Declarant, desiring to sell or otherwise transfer title to a Lot shall give the HOA at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the HOA may reasonably require.

ARTICLE 9.
GOVERNMENTAL REQUIREMENTS

(a) Compliance. All Improvements upon any Lots and all activities of the Owners, their tenants, invitees, agents, employees and contractors in the Subdivision, shall conform to and comply with all applicable Governmental Regulations, including, without limitation, all building, subdivision and zoning requirements of the County.

(b) Remedies of the Declarant, the Association and the ARC. By acceptance of a deed to a Lot, each Owner agrees that Declarant, the Association and the ARC shall each have the right to enter upon any Lot on which one or more conditions or activities prohibited by Governmental Authority is maintained, or on which there has been a failure to perform any act required by Governmental Authority, for the purpose of curing any such violation, provided that the Owner has been given five (5) days prior written notice and has failed to remedy the violation within such time.

ARTICLE 10.
EASEMENTS

(a) Created by Subdivision Plat. The Subdivision Plat creates for use certain private streets and Easements shown thereon. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all matters of record in the Official Records of Medina County, Texas affecting the Subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

(b) Drainage Easements. Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat (collectively, the "Drainage Easements"). No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such Drainage Easements in a manner that would divert, increase, accelerate or impede the flow of water over and across the Drainage Easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the Drainage Easements in a manner that changes the character of the design or original environment of such Drainage Easements;

(2) Alter, change or modify the existing configuration of the Drainage Easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the ARC;

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such Drainage Easement; provided, however, that fences may be permitted. In the event that proper openings are incorporated in the fence to accommodate the flow of water over said easement as determined by a qualified engineer.

(4) Permit storage, either temporary or permanent, of any type upon or within such Drainage Easements; or

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

On any Lot adjoining a Drainage Easement, the Owner, Builder, contractor and all subcontractors shall be responsible for keeping all drainage areas and drainage easements free of construction materials, debris, equipment or other material that might impair the drainage or flow of water within such areas, including the construction and maintenance of outlets within any perimeter fence abutting a Drainage Easement. Any landscaping or vegetation (including trees and grass) within such areas altered or damaged during the construction process shall be replaced by the Lot Owner at such expense to the satisfaction of the

ARC, Association or Declarant. All vegetation within the green belt and/or Drainage Easement will be maintained in its natural state and at no time will the taking of trees be allowed, unless it is determined by the Declarant and/or Association that it is in the best interest of safety or when constructing or improving the areas for the benefit of the Subdivision. The Association will be allowed to contract for the basic maintenance and clearing of retention pond and Drainage Easements as needed and shall have an easement upon and across all adjacent Lots to perform such services.

The failure of any owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the Association, ARC and/or Declarant, and neither the Association, ARC nor Declarant shall be charged with any affirmative duty to police, control or enforce such provisions. The Drainage Easements provided for in this Declaration shall in no way affect any other recorded Easement in the Subdivision.

The creation and/or maintenance of any Drainage Easements or detention pond within the Subdivision shall not be deemed to constitute a representation or any assurance by Declarant, the Association, the ARC, or any Owner that storm water and other drainage shall be collected and detained wholly within such Drainage Easements. Each Owner is advised of the potential for such storm water or other drainage collection outside of the limits of the Drainage Easement.

(c) Utility Easements. Easements for installation and maintenance of utilities, cable television, and other utility facility to service the Subdivision and certain adjoining land have been or will be reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers, unless otherwise specifically prohibited by the plat or any other recorded easement or the utility provider; provided, however, that no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. The easement area of each Lot, if any, and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which Governmental Authority or any utility or private company is responsible. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements. Owners do not own any utility facilities located in an Easement. Neither Declarant, the Association, the ARC, nor any utility company using the utility Easements shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, or landscape situated on the land covered by said Easements.

(d) Fence, Wall, Landscape, Maintenance and Access Easements. Declarant hereby reserves unto itself, the Association, and their respective assigns, a ten foot (10') wide wall, fence and landscaping easement along the rear of Lots 1, 2, 3, 40 through 46 and 501 and along the sides of adjoining streets ("Easement Lots"). Declarant, the Association, and their respective assigns in writing, shall have the right but not the obligation to construct a fence on the Easement Lots within said easement. Within said easement Declarant, the Association, and their respective assigns in writing, shall additionally have the right, but not the obligation to install and maintain such landscaping and plants as they may determine, and shall have the right but not the obligation, to erect, install and maintain such lighting, project features and signage as they may determine. The Easement owners shall also have a general right of access upon such Lots for the purpose of such initial construction and thereafter to exercise the other powers reserved unto them under the easements hereby established. Any fence, landscaping, and improvements constructed or installed by Declarant pursuant to the rights herein retained, (except for any Declarant Fencing described in Exhibit E shall be the property of the Association following completion of construction or installation, and the Association shall thereafter maintain said improvements at all times. In the event the Association shall fail to maintain any improvements constructed or installed by Declarant in accordance with this Section, in a neat and clean condition, Declarant, its successors and assigns, shall have the right of entry onto said Lots and the right but not the obligation to perform such functions at the expense of the Association.

(e) Ingress and Egress; Other Easements. There is hereby created in favor of the Easement

owners, Declarant, the Association, the ARC, and their respective successors and assigns, a right of ingress or egress across, over, and under the Subdivision and Lots for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, septic, telephone, electricity, gas, and appurtenances thereto, and to construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to correct or remove any condition prohibited to be maintained under the terms hereof.

(f) Universal Easements. Each Lot within the Properties and the Owner of such Lot are hereby declared to have an easement on adjoining Lots not to exceed two (2) feet in width from the common property line of such Lots for the purpose of maintaining, moving and repairing any improvement, such as a fence, that encroaches over the boundary line of a Lot due to inadvertent surveying errors, inadvertent engineering errors, errors in original construction, settlement or shifting of the improvement, or any other cause. Declarant hereby reserves the same two (2) feet in width easement over all Lots and over all Common Areas for the purpose of maintaining, moving and repairing improvements constructed by it that encroach onto adjoining Lots or Common Areas. However, the benefits of the easements reserved or created in this Section 10(g) shall not be available with respect to an encroachment occurring due to willful misconduct of any Owner.

(g) Maintenance of Easements. By acceptance of a deed to any one or more Lots the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any Easement which may traverse any portion of said Lot or Lots, including, without limitation, removing weeds, mowing grass and trimming shrubbery and trees, if any, within such easement area.

(h) Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and Governmental Authorities, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Properties for the purpose of performing their authorized services.

ARTICLE 11. ENFORCEMENT.

(a) Authority to Make Rules. The Association, Declarant and each Owner shall have the right, but not the obligation, to enforce all restrictions and covenants imposed by this Declaration and the Governing Documents. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right. The reservation of the right of enforcement shall not create an obligation of any kind to enforce same. The Association has the authority to make, modify, amend reasonable rules and regulations to enforce the covenants and restrictions contained in this Declaration or any amendment thereof, including but not limited to: limiting the use of the Common Areas, setting and levying fines or late charges, charging Owners for the fees and costs generated to enforce violation, and foreclosure. After giving notice as may be required by §209 of the Texas Property Code, the Association has the right to collect attorney's fees and/or fines as set by the Association. The rights and remedies contained in this Section are cumulative and supplement all other rights of enforcement.

(b) Judicial Enforcement. The Homeowners Association or assigns may bring an action against an Owner to collect delinquent Assessments, foreclose the Homeowners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

(c) Attorney's Fees and Fines. In addition to other remedies, after giving notice as may be required by §209 of the Texas Property Code, the Association has the right to collect attorney's fees as set by the Association. Attorney's fees and fines shall be added to the violating Owner's assessment and shall be

secured by the continuing lien on the Lot.

(d) **Enforcement by Owners.** Each Lot Owner may enforce the Covenants, conditions and restrictions set forth in this Declaration; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights regarding Assessments retained by the Association.

(e) **No Waiver By Association.** Each and every day an Owner allows a condition to exist on the Lot which is not in compliance shall constitute a separate and individual violation. Owner waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance. Failure or delay of Declarant, the Association, the ARC, or of any Owner to enforce the terms of this Declaration shall not be deemed a waiver of the right to enforce.

ARTICLE 12. INDEMNIFICATION AND RELEASE

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR THOROUGHLY INSPECTING AND EXAMINING THE LOT IN WHICH IT IS INTERESTED AND FOR CONDUCTING SUCH INVESTIGATIONS OF SUCH LOT(S) AS IT DEEMS NECESSARY TO EVALUATE ITS PURCHASE BY COMPLETING THE PURCHASE OF A LOT, EACH PROSPECTIVE PURCHASE IS ACKNOWLEDGING THAT IT IS PURCHASING THE LOT ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. BY PURCHASING A LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, COSTS, FEES, EXPENSES, DAMAGES OR LIABILITIES THAT AN OWNER, HIS FAMILY, OCCUPANTS, EMPLOYEES, GUESTS, CONTRACTORS AND ANY OTHER INVITEES MAY SUFFER OR INCUR AS A RESULT OF, ARISING OUT OF, OR RELATED TO ANY CONDITION ON, IN OR UNDER THE LOT, INCLUDING, BUT NOT LIMITED TO CAVES, KARSTS, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY, DRAINAGE FACILITIES, PROJECTILES AND OTHER DANGEROUS OBJECTS. EACH OWNER UNCONDITIONALLY RELEASES DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, ARISING OUT OF OR RELATED TO SAID CAVES, KARSTS, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY, DRAINAGE FACILITIES, PROJECTILES AND OTHER DANGEROUS OBJECTS.

ARTICLE 13. DECLARANT'S RESERVED RIGHTS.

(a) **Amendment by Declarant.** So long as the Declarant shall own any Lot or easement in the Subdivision, this Declaration may be amended by the Declarant, without the joinder of any other owner of any Lot in the subdivision, by filing and recording such changes in the Official Public Records of Real Property of Medina County, Texas, to include, but not be limited to, annexation of additional land by the filing of an Annexation Declaration in the Official Public Records of Real Property of Medina County, Texas

(b) **Declarant Control Period.** Declarant hereby reserves for itself the Declarant Control Period, with each and every right, under Applicable Law for declarants and developers of residential subdivisions. The reserved rights of Declarant shall include, but are not limited to, the unilateral right to appoint, remove and replace all directors and officers of the Association; adopt and amend Governing Documents; adopt Association budgets; change the rate and time of payment of Assessments; levy Special Assessments.

The Declarant Control Period runs continuously from the date this Declaration is recorded until 120 days after seventy-five percent (75%) of the Lots have been sold and funded and have been improved with a

residence. In no event may the Declarant Control Period last longer than twenty-five (25) years after the date on which this Declaration is publicly recorded, subject to the right of Declarant to unilaterally amend this Section for any purpose, including to increase or decrease the maximum length of the Declarant Control Period. Declarant may unilaterally terminate the Declarant Control Period at any earlier time by publicly recording a notice of termination. The Declarant Control Period is for a term of 25 years or until the stated status is attained and does not require that Declarant own a Lot or any other land in the Subdivision.

To the extent required by Applicable Law, within 120 days after the conveyance of seventy-five percent (75%) of the Lots that may be created (including property subject to annexation, if any), at least one-third of the Board must be elected by Owners other than Declarant. Declarant construes the Applicable Law in effect on the date of this Declaration as applying only to improved Lots that have been conveyed to Owners other than Builders, and not applying to vacant Lots conveyed to Builders or to affiliates of Declarant. However, because the statute does not so state, Declarant will exercise the votes of Builders, if any. Declarant's unilateral right to remove and replace officers and directors applies only to Declarant's appointees.

To extent require\d by of Applicable Law, Declarant hereby states that the initial maximum number of Lots subject to this Declaration is 93 Lots and reserves the unilateral right to increase or reduce that number by amendment of this Declaration.

ARTICLE 14. GENERAL PROVISIONS

(a) Term. This Declaration runs with and binds the land, and will inure to the benefit of and be enforceable by the Association, Declarant, and every Owner, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Real Property Records of Medina County, Texas, and continuing through and including December 31, 2045, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change a termination or renewal term) is approved in a resolution adopted by members entitled to cast at least fifty percent (50%) or the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose in accordance with the Bylaws; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Real Property Records of Medina County, Texas.

(b) Severability. The provisions of this Declaration shall be deemed independent and severable, and invalidation of any one of the Covenants by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

(c) Amendment. This Declaration may be amended at any time by vote of sixty-seven (67) percent of the total votes in the Association at a meeting in accordance with the Bylaws but shall not amend nor modify the rights of Declarant during the Control Period or otherwise. An instrument containing the approved amendment will be signed by the Potranco Acres Homeowners Association and recorded as Amended Restrictions.

(d) Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of such rights, such Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of such Declarant that are assigned.

(e) Construction. Unless the context requires a contrary construction, the singular shall include the

plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine end neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect any term or provision set forth herein.

(f) Notice. Whenever written notice to an Owner or Member is permitted or required hereunder or by the Governing Documents, unless otherwise required by Applicable Law, such notice shall be given by mailing such notice to the address of such Owner or Member appearing on the records of the Association, unless such Owner or Member has given written notice to the Association of a different address. Such notice shall conclusively be deemed to have been given as of the date such notice is deposited in the United States Mail, properly addressed, whether actually received by the addressee or not. Unless otherwise required by Applicable Law, actual notice, however delivered, is sufficient.

(g) Current Address of Owners and Occupants. Owners are required to notify the Association in writing of their current address, if other than the physical address of the lot, at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot as the current address. If the Lot or Improvements are leased or otherwise occupied by another person, Owner shall provide the name of the Occupant to the Association.

(h) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Medina County, Texas.

(i) Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DECLARANT

POTRANCO ACRES, LLC
a Texas limited liability company



SAMUEL H. VESTER, JR., Manager

STATE OF TEXAS *

COUNTY OF MEDINA *

This Instrument was acknowledged before me on the 3 day of Dec., 2020, by Samuel H. Vester, Jr., Manager of Potranco Acres, LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public, State of Texas

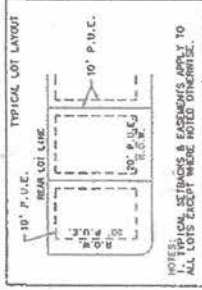


A REVISED PLAT OF POTRANCO ACRES PUBLIC IMPROVEMENT DISTRICT #1

TO AMEND THE PLATTED DRAINAGE EASEMENT AFFECTING LOTS 13-25 AND TO ADD FENCE EASEMENT TO LOTS 1, 2, 3, 40-46

BEING 118.45 ACRES SITUATED ABOUT 18.4 MILES N. 71° E. OF HONDO IN MEDINA COUNTY, TEXAS, BEING APPROXIMATELY 35.59 ACRES OUT OF SURVEY NO. 38, ABSTRACT NO. 5, GABRIEL ARREOLA, ORIGINAL GRANTEE, APPROXIMATELY 76.44 ACRES OUT OF SURVEY NO. 56 1/2, CONSISTING OF SURVEY NO. 9, ABSTRACT NO. 1452, JOHN GARDNER, ORIGINAL GRANTEE, AND BEING OUT OF A 140.48 ACRE TRACT CONVEYED FROM MARK & SANDRA, LTD. TO POTRANCO ACRES, L.L.C. BY DEED DATED JUNE 29, 2018 AND RECORDED IN DOCUMENT #2018000553 OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS.

LOCATION MAP



FINISHED FLOOR ELEVATIONS: THE ELEVATION OF ABOVE THE FINISHED GRADE AT THE SUBDIVISION CENTER WHICH SHALL BE SET IN THE MANNER AND MANNER TO WHICH SUBDIVISION CENTER FROM THE STRUCTURE.

1. SUBDIVISION AVERAGE - 118.45 ACRES. THE AVERAGE DENSITY OF RESIDENTIAL LOTS IS 0.79 LOT/AC. APPROXIMATELY 9187 LINEAR FEET OF PRIVATE ROAD WILL BE CONSTRUCTED TO MEDINA COUNTY STANDARDS AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (H.O.A.).

2. WATER SERVICE SHALL BE PROVIDED BY VANNEY WATER SUPPLY CORPORATION. SEWER FACILITIES SHALL BE PROVIDED BY INDIVIDUAL SEWER FACILITIES ON EACH LOT IN ACCORDANCE WITH MEDINA COUNTY AND THE TEXAS COMMISSION ON ENVIRONMENTAL APPROVED AND PERMITTED BY THE MEDINA COUNTY HEALTH INSPECTOR.

3. THE SUBDIVISION IS NOT LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF A MUNICIPALITY. THE SUBDIVISION IS WHOLLY LOCATED WITHIN THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT.

4. ELECTRIC SERVICE WILL BE PROVIDED BY MEDINA ELECTRIC COOPERATIVE (MEC). TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.

5. POSTAL SERVICE WILL BE PROVIDED WITH CLUSTER MAILBOXES AT THE ENTRANCE OF THE SUBDIVISION. COMMERCIAL WASTE REMOVAL SERVICE IS AVAILABLE TO THE SUBDIVISION BY PRIVATE COMPANIES SERVING THE AREA.

6. THERE IS NO SERVICE DESIGNATED WITHIN THIS SUBDIVISION AS SET FORTH IN THIS PLAT. THE REVIEW COMMITTEE OF THE PROPERTY OWNER'S ASSOCIATION MAY FURTHER RESTRICT THE LOCATION OF BUILDINGS AND/OR OTHER IMPROVEMENTS AS PROVIDED IN THE LOCATION OF CONDOMINIUMS, CONDITIONS AND RESTRICTIONS RECORDED AT THE MEDINA COUNTY COURTHOUSE. THE REVIEW COMMITTEE OF THE PROPERTY OWNER'S ASSOCIATION MAY FURTHER RESTRICT THE LOCATION OF BUILDINGS AND/OR OTHER IMPROVEMENTS AS PROVIDED IN THE LOCATION OF CONDOMINIUMS, CONDITIONS AND RESTRICTIONS RECORDED AT THE MEDINA COUNTY COURTHOUSE. THE REVIEW COMMITTEE OF THE PROPERTY OWNER'S ASSOCIATION MAY FURTHER RESTRICT THE LOCATION OF BUILDINGS AND/OR OTHER IMPROVEMENTS AS PROVIDED IN THE LOCATION OF CONDOMINIUMS, CONDITIONS AND RESTRICTIONS RECORDED AT THE MEDINA COUNTY COURTHOUSE.

7. A THIRTY (30) FOOT UTILITY EASEMENT IS NEEDED OCCUPYING THE FRONT PORTION OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY EASEMENTS ALREADY DESIGNATED ON THE LOTS. THE UTILITY EASEMENTS SHALL BE LOCATED WITHIN THE UTILITY EASEMENT BOUNDARIES SHOWN ON THIS PLAT. THE UTILITY EASEMENTS SHALL BE LOCATED WITHIN THE UTILITY EASEMENT BOUNDARIES SHOWN ON THIS PLAT.

8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRICAL, TELEPHONE AND/OR CABLE LINES AND APPURTENANCES. EXCEPT AS SHOWN, ALL CORNERS ARE 5/8" IRON RODS.

9. CORNERS ARE CALCULATED USING GRID MEASUREMENTS, TRIMBLE OPS, INCHES, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, US SURVEY FOOT, GRID, ALL ANGLES ARE CALCULATED USING GRID MEASUREMENTS.

10. IMPROVEMENTS ARE PROHIBITED WITHIN THE DRAINAGE EASEMENTS AND FLOODPLAIN AREAS, INCLUDING FILL, NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS, AND OTHER DEVELOPMENTS, UNLESS CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER IS PROVIDED DEMONSTRATING ENHANCEMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING OCCURRENCE OF BASE FLOOD DISCHARGE.

11. DRAINAGE EASEMENTS DESIGNATED WITHIN A LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. DRAINAGE EASEMENTS SHALL BE SET FROM ALL LOTS COMMON TO THE LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.

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13. THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOT: LOT 503 (EXCEPTION POOL LOT) THIS LOT CANNOT BE DEVELOPED INTO SINGLE FAMILY HOME.

14. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM.

15. IN ORDER TO PROMOTE SAFE USE OF ROADS AND PRESERVE THE CONDITIONS OF PUBLIC ROADS, NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED UNLESS THE DRIVEWAY IS CONSTRUCTED TO MEDINA COUNTY STANDARDS AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (H.O.A.).

16. INTERSECTION AND/OR DRIVEWAY ACCESS TO THE STATE HIGHWAY TO BE DESIGNED TO MEET STANDARDS IN TROTT ROW. THIS SUBDIVISION IS GRATED ONE (1) ACCESS LOCATION ALONG POTRANCO ROAD.

17. TROTT WILL USE THE CURRENT EDITIONS OF THE FOLLOWING TROTT DOCUMENTS: DRIVEWAY PERMIT, SAN ANTONIO DISTRICT DRIVEWAY, SUDOWALK, LANDSCAPING, AND DRAINAGE EASEMENTS, PROPERTY DESIGN MANUAL, CONSTRUCTION SPECIFICATIONS AND DETAILS (63) SERIES, THE PROJECT WILL BE REQUIRED TO ENSURE THE PROJECT MEETS CURRENT REQUIREMENTS. ALL GATED DRIVEWAYS WILL BE SET BACK A MINIMUM OF TWENTY (20) FEET FROM THE EDGE OF PAVEMENT.

18. THE TRACT DOES NOT LIE OVER THE EDWARDS AQUIFER RECHARGE ZONE (EAQZ) OR CONTRIBUTION ZONE.

19. DRAINAGE IMPROVEMENTS SUFFICIENT TO MITIGATE THE IMPACT OF CONSTRUCTION SHALL BE INSTALLED PRIOR TO ANY IMPROVEMENT COVER.

NOTES:

- 1. SUBDIVISION AVERAGE - 118.45 ACRES. THE AVERAGE DENSITY OF RESIDENTIAL LOTS IS 0.79 LOT/AC. APPROXIMATELY 9187 LINEAR FEET OF PRIVATE ROAD WILL BE CONSTRUCTED TO MEDINA COUNTY STANDARDS AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (H.O.A.).
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STATE OF TEXAS COUNTY OF MEDINA I, SHAWN M. RUNDLE, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, THIS 27th DAY OF November, 2020 AT 4:05 P. M. AND DULY RECORDED THE 27th DAY OF November, A.D. 2020 AT 4:05 P. M. IN THE RECORDS OF PLATS OF SAID COUNTY IN CABINET 3, ON SLIDE 940945 IN TESTIMONY WHEREOF, WITNESS MY HAND AND SEAL OF OFFICE THIS 27th DAY OF November, A.D. 2020

STATE OF TEXAS COUNTY OF MEDINA I, HEERY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. STEVE WAZCZOK, P.E. MANOLD ENGINEERING COMPANY

STATE OF TEXAS COUNTY OF MEDINA I, HEERY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY PERFORMED ON THE GROUND AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT. THIS THE 30th DAY OF November 2020. Keith Howard, Surveyor

STATE OF TEXAS COUNTY OF MEDINA I, HEERY CERTIFIES THAT THIS SUBDIVISION PLAT IS CONFORMS TO ALL REQUIREMENTS OF MEDINA COUNTY PRECINCT RECORDS OF THE COUNTY AS TO WHICH HIS APPROVAL IS REQUIRED. THIS THE 30th DAY OF November, 2020.

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MEDINA COUNTY, TEXAS

A REVISED PLAT OF POTRANCO ACRES PUBLIC IMPROVEMENT DISTRICT #1

JUANA DELGADO

Sur. 37 1/2

Sur. 97

Sur. 96 1/3

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	10°00'00"	88.00'	15.36'	7.79'	15.34'	S 04°51'03"E
C 2	18°50'55"	70.00'	23.01'	11.62'	22.92'	N 89°43'29"E
C 3	90°00'00"	20.00'	31.42'	20.00'	31.42'	S 04°51'03"E
C 4	15°00'00"	28.00'	7.33'	3.69'	7.33'	N 07°38'57"E
C 5	15°00'00"	82.00'	16.23'	8.10'	16.19'	N 07°38'57"E
C 6	10°07'56"	525.00'	92.23'	46.23'	92.11'	S 76°50'04"W
C 7	90°00'00"	25.00'	39.27'	25.00'	39.27'	S 04°51'03"E
C 8	90°00'00"	25.00'	39.27'	25.00'	39.27'	S 04°51'03"E
C 9	92°10'23"	25.00'	40.20'	26.03'	38.00'	S 02°33'19"E
C 10	18°33'11"	480.00'	132.90'	66.01'	132.43'	S 08°07'03"E
C 11	90°00'00"	20.00'	31.42'	20.00'	31.42'	S 45°02'06"W
C 12	19°00'15"	20.00'	31.42'	20.00'	31.42'	S 45°02'06"W
C 13	19°00'15"	20.00'	31.42'	20.00'	31.42'	S 45°02'06"W
C 14	88°12'42"	25.00'	38.49'	24.23'	34.86'	N 27°10'38"E

PREPARED BY:
 BERNARD SURVEYING & CIVIL ENGINEERING
 402 STATE HIGHWAY 213 SOUTH
 HOUSTON, TEXAS 77058
 (281) 425-2776

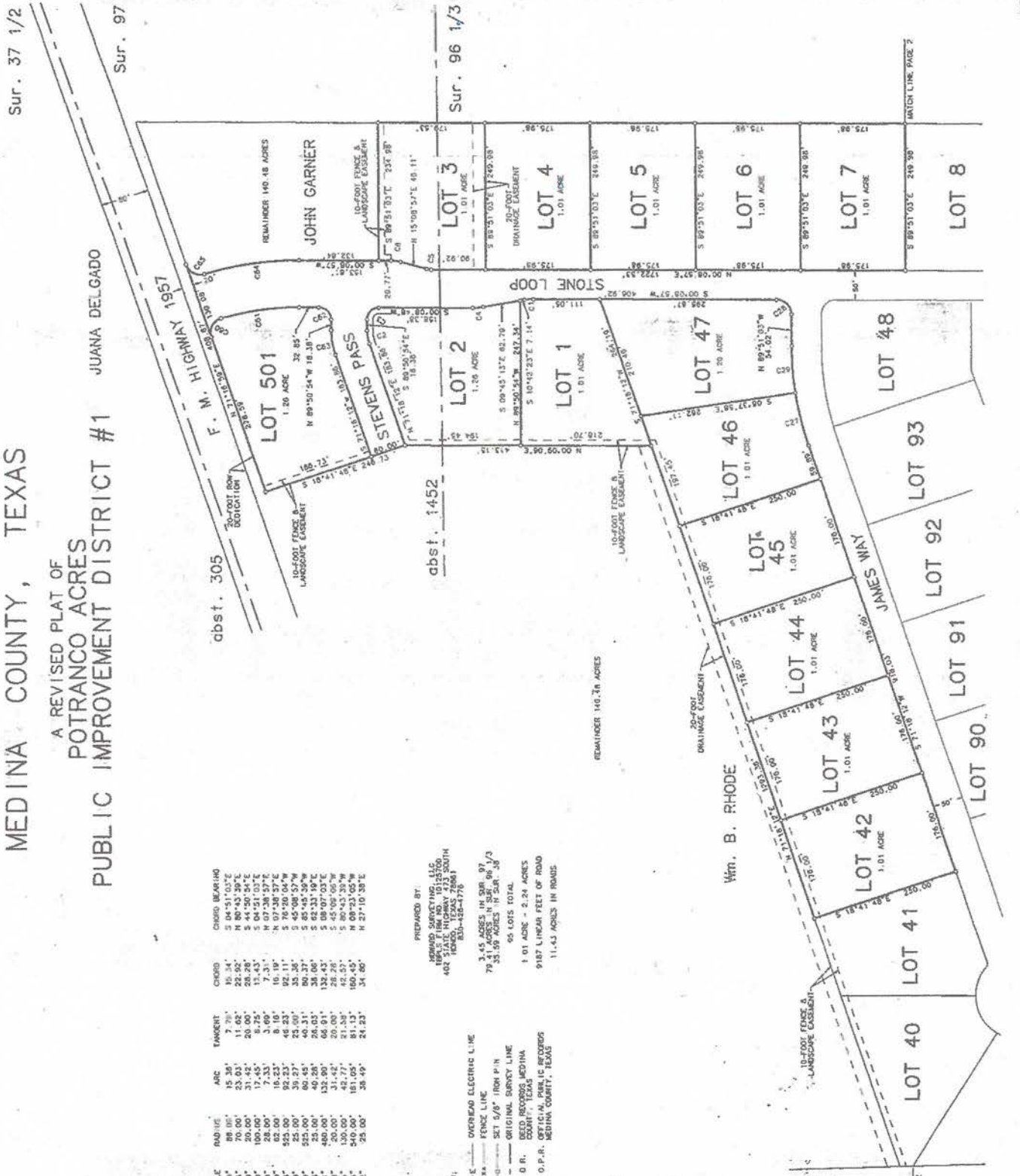
3.45 ACRES IN SUR. 97
 79.15 ACRES IN SUR. 96 1/3
 25.50 ACRES IN SUR. 37 1/2

96 LOTS TOTAL
 1.01 ACRE - 2.24 ACRES
 9187 LINEAR FEET OF ROAD
 11.43 ACRES IN ROADS

- LEGEND:
- OVERHEAD ELECTRIC LINE
 - FENCE LINE
 - SET 6/8" IRON P.I.N.
 - ORIGINAL SURVEY LINE
 - D.R. BEST RECORDING MEDINA COUNTY, TEXAS
 - O.P.R. ORIGINAL PUBLIC RECORDS MEDINA COUNTY, TEXAS

SCALE 1" = 100'
 ALL DIMENSIONS ARE FROM THE ORIGINAL SURVEY AND (O.S.)

ETYPH J. 10 Acres, et vir
 et ux, et heres, et assigns
 May 27, 1981
 Vol. 4, Pg. 077, O.R.



MEDINA COUNTY, TEXAS
A REVISED PLAT OF
POTRANCO ACRES
PUBLIC IMPROVEMENT DISTRICT #1

Sur. 96 1/3



10 Acres, at vic
 Eileen J. Landers, et vic
 Elaine J. Landers
 May 27, 1991, D.R.
 Vol. 179, Pg. 877, D.R.

14.174 Acres
 Estate of Eileen J. Landers
 Elaine J. Landers
 May 27, 1991, D.R.
 Vol. 179, Pg. 877, D.R.

SCALE 1" = 100'
 BEARINGS SHOWN IN RED
 DISTANCES SHOWN IN BLACK
 TEXAS COORDINATE SYSTEM
 NAD (83)

- LEGEND:
- OVERHEAD ELECTRIC LINE
 - FENCE LINE
 - SET 5/8" IRON PIN
 - ORIGINAL SURVEY LINE
 - CED RECORDS MEDIA
 - P.R. OFFICIAL PUBLIC RECORDS
 - MEDINA COUNTY, TEXAS

MATCH LINE PAGE 1

MATCH LINE PAGE 3

LOT	AREA	BEARING	DISTANCE	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD	TANGENT	ARC
LOT 34	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 35	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 36	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 37	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 38	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 39	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 40	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 41	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 42	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 43	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 44	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 45	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 46	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 47	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 48	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 49	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 50	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 51	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 52	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 53	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 54	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 55	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 59	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 60	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 61	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 62	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 63	1.02 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 64	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 65	1.37 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 66	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 67	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 68	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 69	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 70	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 71	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 77	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 78	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 79	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 80	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 81	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 82	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 83	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 89	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 90	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 91	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 92	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 93	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 103	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 104	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 105	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 106	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 107	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 108	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 109	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 110	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 111	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 112	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 113	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 114	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°
LOT 115	1.01 ACRE	N 88°10'30"E	250.00	31.1°	250.00	N 88°10'30"E	250.00	25.00	31.1°

PREPARED BY:
 HOWARD SURVEYING & ENGINEERING
 402 STATE HIGHWAY 233 SOUTH
 HOUSTON, TEXAS 77058
 281-454-4776

MEDINA COUNTY, TEXAS

A REVISED PLAT OF POTRANCO ACRES PUBLIC IMPROVEMENT DISTRICT #1

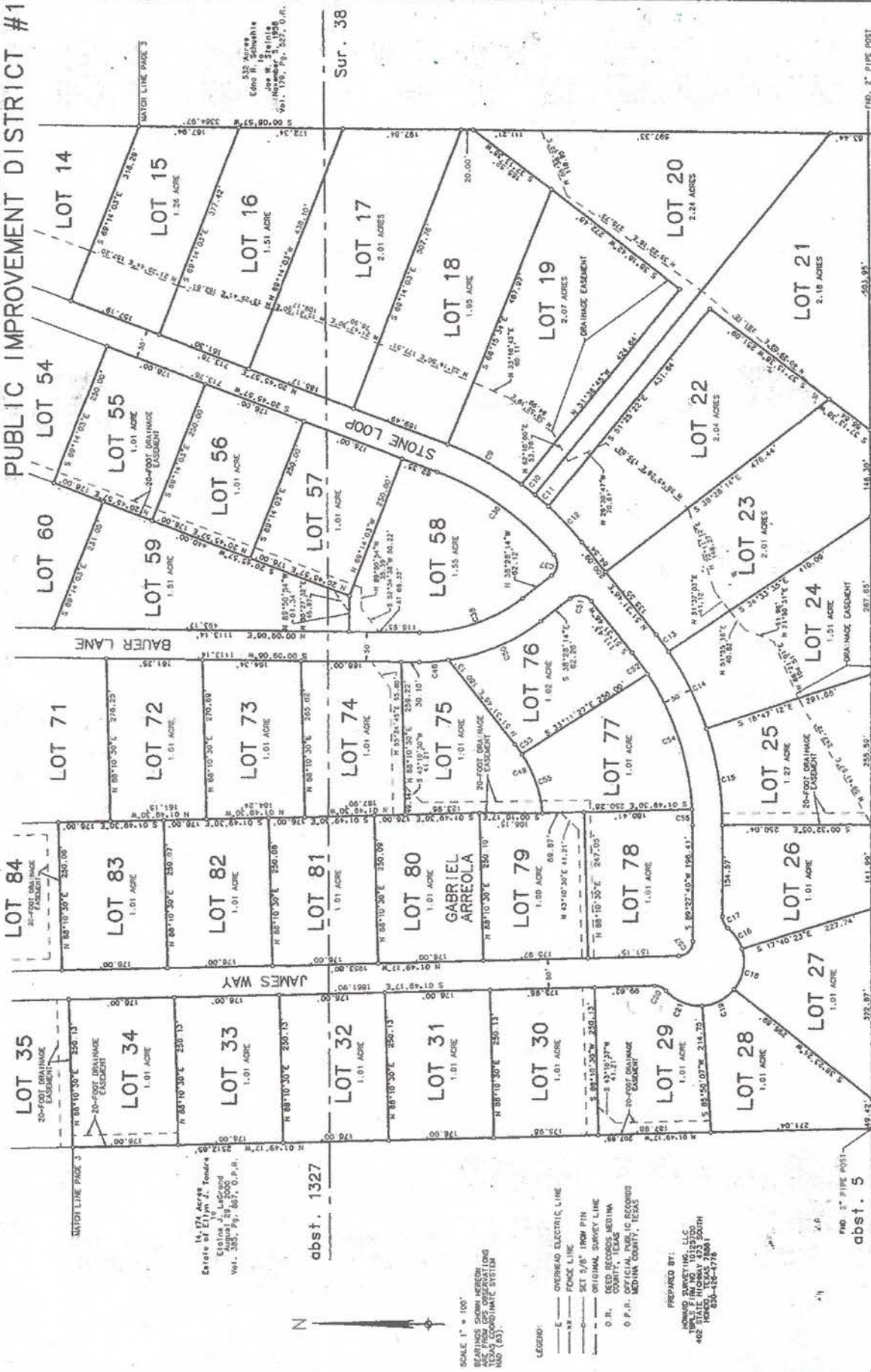


EXHIBIT "B"

REQUIRED PLANS FOR DESIGN REVIEW

1. Submittal Requirements. The Required Plans submittals shall be determined by the ARC from time to time and shall include, without limitation, the following:

- Building Plans:
 - (a) Completed submittal form with the qualified professional contractor listed; and
 - (b) Two (2) complete site plans showing:
 - (1) House;
 - (2) Flatwork;
 - (3) Setbacks;
 - (4) Easements;
 - (5) Fencing (if known);
 - (6) Swimming pool and related improvements (if any);
 - (7) Adjacent greenbelts and drainage;
 - (8) Proposed Lot grading and drainage.
 - (c) Two (2) sets of plans depicting room size; layout; all exterior elevations; and exterior materials; and
 - (d) Exterior materials list and samples of colors and materials.
 - Fencing Plan:
 - (a) Two (2) sets of plans with the qualified professional contractor listed, and
 - (b) Materials list and site plan showing fence and gate location.
 - Engineered Site Plan (required for Lots #s 15-19,22-25):
 - (a) Two (2) site plans with the qualified professional engineer listed and showing all structures, property boundaries, drainage easements and rights-of-way on and adjoining, the project area, elevations, contours and spot elevations at an appropriate interval for the project including an indication of the topography beyond the building site(s) that might affect the building site(s), and utilities within or adjoining the project area.
 - Pool Plan:
 - (a) Two (2) site plans showing pool location with fence plan and with the qualified professional contractor listed.
 - All Other Exterior Modifications:
 - (a) Improvement Request Form with the qualified professional contractor listed;
 - (b) Two (2) site plans showing item location in reference to property line and other structures with clear labeling of materials; and
 - (c) All exterior elevations, if applicable.
2. Other Information. Each submittal of Required Plans shall include the identity of the qualified professional contractor intended to perform the work and projected commencement and completion dates.

EXHIBIT "C"

USE AND OTHER RESTRICTIONS

- | | |
|---------------------------------|--|
| (a) Animals | (k) Noise and Nuisances |
| (b) Antennas and Flagpoles | (l) Parking and Storage of Vehicles |
| (c) Athletic Facilities | (m) Pets and Dog Runs |
| (d) Exterior Equipment | (o) Repair and/or Restoration of Buildings |
| (e) Fences | (n) Rentals |
| (f) Fireworks, Firearms etc. | (p) Subdividing and Consolidation of Lots |
| (g) Fuel Storage and Open Fires | (q) Septic Systems |
| (h) Hazardous Activities | (r) Signs |
| (i) Holiday Decorations | (s) Temporary Structures and Facilities |
| (j) Maintenance | (t) Trash and Recycling |
| (ii) Irrigation Systems | (u) Water and Sewage Systems |
| (iii) Lawns and Plantings | (v) Wells and Drilling |
| (iv) Oak Wilt | (w) Yards |
| (v) Vacant Lots | |
| (vi) Tree Protection | |

(a) Animals. No animals, livestock, exotic, vicious or dangerous pets/breeds of any type that may pose a safety or health threat to the community shall ever be raised, kept, bred, or harbored on any portion of the Lots or the Subdivision, except that dogs or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that such common household pets shall at all times, except when they are confined within a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash or similar restraint or a basket, cage, or other container. For purposes of this Declaration, "adult animal" shall mean animals six (6) months of age or older. An Owner may have up to five (5) domestic fowl (hens only, no roosters) but must comply with the following with regard to domestic fowls: (i) The Owner must have adequate facilities to house the domestic fowl and ensure adequate sanitation. The coop must be situated at least twenty-five feet (25') from the property line; (ii) The domestic fowl must be kept housed or confined in a manner that does not allow them to create a nuisance; (iii) Sanitation must be addressed in a manner that prevents the attraction of pests. All animals shall be kept in strict accordance with all local laws and in accordance with all rules established by the Association. Owners of such household pets must prevent the animals from running loose or becoming a nuisance to the other owners.

(b) Antennas and Flagpoles. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on a Lot except with the prior written approval of the ARC, which shall have the authority to disapprove the installation of same. Without the prior written consent of the ARC, a satellite disc or dish of not more than eighteen inches (18") in diameter may be placed on a Lot where such equipment is not visible from a street or Common Area and where such location does not materially and adversely obstruct the view from an adjacent Lot.

Flagpoles of a modest size may be displayed with prior written approval by the ARC. Flagpoles must be in proportion to the modest size of the flag and may not exceed the height of the horizontal line of the roof fascia of the structure to which the flagpole is attached or most closely located. Flags may be no larger than 4' x 6'. The American flag, Texas flag and flags of accredited colleges and universities are allowed; however, no college or university flag may be larger than the American flag or the Texas flag.

(c) Athletic Facilities.

(1) Tennis-court or sport court lighting and fencing shall be allowed only with the approval of the ARC and shall meet all other applicable Governmental Requirements. Other outdoor lighting of outdoor athletic facilities shall be permitted only with the approval of the ARC.

(2) Basketball goals or backboards or any other similar sporting equipment (e.g. portable basketball goals) shall be permitted only as provided herein. Basketball goals shall not be placed within twenty feet (20') from the front property line of any Lot or the side lot lines of corner Lots, or within five feet (5') of any interior side Lot line within the Subdivision, without the prior written consent of the ARC. In addition:

- (i) All basketball backboards shall be of a clear or a smoke-colored, see-through material, or other quality backboard materials approved by the ARC.
- (ii) All supporting poles and stanchions shall be painted either black, dark hunter green, or other muted finish approved by the ARC.
- (iii) Basketball backboards may not be affixed to the main residence building.
- (iv) All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.
- (v) The Declarant and/or Homeowners Association will have the right to further regulate the appearance and placement of all sporting apparatus, including basketball goals.

(3) All children's play equipment or structure shall be submitted to the ARC for review and approval. In addition:

- (i) Any play structure shall be placed a minimum of ten feet (10') from the side or rear property lines and shall not exceed twelve feet (12') in height as measured from top of ground to the topmost part of the structure.
- (ii) Any tarps or roofing material on athletic facilities shall be dark hunter green or wood (not painted or stained) to match the main structure. No bright or multi-colored tarps are allowed.

(4) Landscaping and fencing requirements may be established by the ARC for the purpose of screening courts and play equipment in an aesthetically pleasing manner.

(d) Exterior Equipment. All pool equipment, or other outdoor equipment shall be located where not in view of any street, Common Areas, or fully screened by landscaping (evergreen plants) or fencing so as not to be in view from any street or Common Area.

(e) Fences. No fence or wall shall be built or maintained forward of the front building line of the main structure. Except as specifically set forth in this Declaration, all fences or walls located on a Lot are to be maintained at the expenses of the Lot Owner.

(1) The required and permitted fencing which may be installed by an Owner, subject to the requirements of this Section, are as follows:

- (i) Rear and Side Facing Fencing shall be constructed of masonry rock and stone or ornamental iron or as set forth in the Fence Detail contained in Exhibit E.
- (ii) All ornamental fencing must be painted black, dark green or dark brown.
- (ii) Fences may be no more than 6 feet tall.
- (iii) The smooth side of any wood fence shall face out, with framing facing the interior of the Lot.
- (iii) Fencing adjacent to common drives for Lots 19, 20, 21 and 22 shall be composed of ornamental iron or game fencing. Owners should be mindful of the location of the drainage easement.
- (iv) Front/Wing Walls and Gates: Shall be composed of masonry or ornamental iron or as set forth in the Fence Detail contained in Exhibit E, and which matches the remainder of the fencing on the Lot.

- (2) Declarant Fencing.
- (i) Rear Fencing for Lots 1,2, 3 and Lots 40-46 and 502 shall be installed and maintained and owned by Declarant. The owners of Lots with Declarant Fencing shall not damage, affix to, maintain, remove, alter, paint or stain the Declarant Fencing. The Association shall be responsible for all costs of the maintenance, repair, and replacement of the fences on their respective Lots except that Declarant shall be responsible for the initial construction of Declarant Fencing. If any Owner damages Declarant Fencing, the Association may, at its option, repair or replace such fencing on all such Lots and such Owner shall be personally liable to the Association for the cost of such work and the Lot shall be subject to the lien of the Association for such costs. Declarant reserves a 10' maintenance easement around Declarant Fencing for ingress/ egress for maintenance, repair and replacement.
- (ii) There is an existing barbed wire cattle fence surrounding the Subdivision. Owner of any Lot sharing a property on which the barbed wire cattle fence is located may not remove, change, alter, damage, or affix anything to the fence. Declarant may maintain, repair, move, replace or remove the barbed wire cattle fence.
- (3) All masonry used in a fence or wall on a Lot shall be approved by the ARC. Certain types and design of prefabricated concrete fencing may be allowed with ARC approval.
- (4) Should a wood or a wood fence be approved in advance in fencing (including wooden gates for wing walls), it shall be cedar and may not be painted, and must be sealed or stained with ARC approval. See Exhibit E.
- (5) All gates shall be composed of the same material as the wing wall except for a masonry wing wall where an ornamental iron or cedar gate will be permitted. All gates shall not exceed four feet (4') in width, except Owner is allowed one utility gate which is not more than 12' in width. That utility gate must be constructed of the same material as the fence. No fence shall exceed six feet (6') in height unless specifically approved by the ARC.
- (6) The ARC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood and it meets the requirements of the City or applicable Governmental Authority. Any materials other than ornamental iron or masonry to be attached to or made part of a fence must be approved in writing by the ARC prior to installation.
- (7) No structure, fence, wall, hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street or in the case of a rounded property corner, from the intersection of the street line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the foregoing, no structures, walls, fences or vegetation higher or greater than three and one-half (3 ½) feet in height shall be constructed or maintained on any Lot within this inscribed triangle.
- (8) Each Owner shall maintain all fencing placed on his Lot including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position and the replacement of broken or cracked wooden pickets.
- (9) All solid fencing shall include weep holes at least three inches (3") in diameter spaced at least every ten feet (10'), with the invert of the pipe at finished grade. Owner shall be responsible for clearing and maintaining the weep holes to permit the free flow of water.

(10) Chain link and other open mesh, wire type fences may not be constructed or maintained on any Lot, provided however, that a temporary chain link construction fence shall be allowed during construction of a residence to keep trash from being blown to an adjacent Lot. See also Pet and Dog Runs in Section "m".

(f) Fireworks, Firearms, and Other Devices. The discharge of any fireworks or firearm, including BB guns, paint ball guns and pellet guns, within the Subdivision or on adjacent lands owned in whole or in part by Declarant or the Association is strictly prohibited. Each Owner shall ensure family members and Occupants do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, except when strictly within the confines of a Lot.

(g) Fuel Storage and Open Fires. No butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (1) portable, small sized tanks used solely to fuel barbecue units or fire pits or portable tools; (2) fuel tanks installed in vehicles, boats or equipment; or (3) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. Any propane tank over 30 gallon in size must be buried or screened with a masonry wall.

No open fires shall be permitted on any Lot except those within an interior or exterior fireplace designed and built according to industry standards and all applicable laws, codes and statutes, or those within a contained barbecue unit which is attended by a responsible adult while in use for cooking purposes only. No fireplace, fire pit or barbecue unit shall be permitted to be placed or operated in any front yard or driveway on any Lot.

Homeowners may burn brush or felled trees, so long as it is contained and monitored at all times. Homeowners must adhere to County rules for controlled burns, including bans on burning. No trash or construction material can be burned at any time. Without express approval of Declarant or the Association, burning of any materials will not be allowed in Common Areas within the Subdivision, or on adjacent lands owned in whole or in part by Declarant or the Association.

(h) Hazardous Activities. No activities shall be conducted on the Lots or within the Subdivision and no improvements shall be constructed on the Lots or within the Subdivision which are or might be unsafe or hazardous to any Person or the Subdivision.

(i) Holiday Decorations. Holiday decorations, including lights, wreaths and other similar decorations, may be placed on the exterior of the residence and/or the yard area of a Lot, provided that such decorations shall not be displayed more than thirty (30) days in advance of the holiday to which they pertain and shall be removed within thirty (30) days after such holiday. No lighted decorations shall be permitted to shine into any neighboring residence or yard area and no sound-emitting decorations shall be of a volume which creates a nuisance to any other Owner. The ARC shall have the right to establish (and thereafter to amend) standards and guidelines for holiday decorations from time to time.

(j) Maintenance of Improvements. Each Owner is responsible for keeping all improvements on their Lot in a neat, well maintained and attractive fashion. No improvement shall be allowed to be left in a state of disrepair, damaged, or in a condition which appears to be excessively weathered or worn.

(ii) Irrigation Systems. Each Owner is responsible for maintaining an irrigation system in working order at all times.

(iii) Lot and Lawns and Plantings. The Owners of all Lots shall keep grass and vegetation, alive, well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die or are diseased and shall keep all yard areas in a sanitary, healthful and attractive manner. Lawns, front and back, must be mowed at regular intervals (maintained at less than six inches (6") in height) and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot, will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

- (iv) Oak Wilt. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner shall:
 - (a) Properly treat and/or destroy all infected oaks;
 - (b) Avoid unneeded pruning of and immediately apply dressing to all wounds on oaks. Prune only during the time of year recommended by the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University.
 - (c) Where oak wilt is detected, follow recommendation from a local extension county agent or Texas Forest Service, Texas Extension Forester at Texas A&M University or elsewhere;
 - (d) Avoid infected oak firewood. As a precaution, no oak wilt infected firewood should be kept for more than one winter season.
- (v) Vacant Lots. Until a residence is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its reasonable judgment and have dead trees, shrubs and plants removed therefrom. Declarant and/or the Association may also, at its option, after ten (10) days written notice, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse Declarant and/or the Association, as applicable, for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due and may be enforced in accordance with the provisions hereof or otherwise as provided by law.
- (vi) Tree Protection. Maintenance of the trees within the Subdivision is strongly encouraged. Care and discretion should be used in the positioning of all improvements in order to preserve as many trees as possible within the Subdivision. Replacement of trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees, trimming and pruning during dormant months only (normally January and February) and painting all fresh cuts with appropriate dressing or paint.

(k) Noise and Nuisances. No horns, whistles, bells, or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used, or placed on any of the Lots or within the Subdivision without the express written approval of the ARC. Exterior speakers are allowed and may operate until 10:00 pm on weekdays and until 12:00 am on weekends and, in no event, may be of a volume that creates a nuisance to any other Owner.

No noise or other nuisance shall be permitted to exist or operate upon any portion of the Lots or within the Subdivision so as to be offensive or detrimental to any Lot or to the Occupants of any Lot.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner or Occupant shall allow any condition to exist which will adversely affect the other residences or their Owners or residents.

(l) Parking and Storage of Vehicles. All Vehicles must be parked on the driveway and may not be kept, parked, stored, or maintained on any Subdivision street or Common Area, nor on any portion of the front yard (other than the driveway.) Said vehicles shall be parked, stored or maintained on other portions of a Lot only within an enclosed structure that matches the style of the residence or garage of the residence where the equipment cannot be seen from the road, which shall be approved by the ARC and which prevents the view thereof from any Subdivision street, the common Areas, or adjacent Lots.

Trucks weighing more than 1.5 tons (i.e. commercial van or truck) nor any commercial vehicle bearing commercial insignia or names shall not be parked in front of the building line of the residence on the main driveway (i.e. park such commercial sized vehicles behind the residence) and must within an enclosed structure or a screened area behind the residence, which shall be approved by the ARC which prevents such view thereof from adjacent Lots and streets.

Only one boat may be stored on the Lot and must be stored on a concrete pad behind the rear building line of the residence and within a covered structure matching the style of the residence where it cannot be seen from the street or adjacent Lots.

Each Lot shall ensure and maintain sufficient garage space and/or proper area to the rear of the residence to properly store all Vehicles on the Lot.

Only one recreational vehicle (RV) may be stored on the Lot and must be stored behind rear building line of the residence and in an enclosed garage matching the style of the residence where it cannot be seen from the street or adjacent Lots.

No repair or maintenance work or dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted except in fully enclosed garages or other structures screened from public view.

The Board is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property both on Lots, Subdivision streets and the Common Areas as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision.

(m) Pet and Dog Runs. Dog runs of no more than 144 square feet and no less than five feet (5') in width may be provided on a Lot when approved in advance by the ARC. Dog runs must have concrete floor and permanent quality construction. Chain link fencing may be acceptable for a dog run of a size no more than ten feet by ten feet (10' x 10'), behind residence and not visible from the street, and with the prior approval of the ARC.

(n) Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the residence thereon by the Owner thereof for single-family residential purposes; provided, however, that all provisions of the Governing Documents applicable to the Subdivision and Owners, shall also apply to all Occupants. Every Owner shall cause all Occupants to comply with the Governing Documents and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated. No "time-share plan" or any similar plan of fragmented or interval ownership of a residence shall be permitted on the Lots. Owner cannot rent a secondary living structure or mother-in-law suite (i.e. garage apartment).

(o) Repair and/or Restoration of Buildings. In the event of fire or other casualty causing damage to improvements on a Lot, the Owner of the Lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such removal of debris and repair, restoration or replacement shall be commenced within thirty (30) days of the casualty and shall be completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures, except with the written consent of the ARC.

To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction and thereafter prosecute same diligently to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or cleanup and such Owner shall be personally liable to the Association for the cost of such work and the Lot shall be subject to the lien of the Association for such costs; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or cleanup, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed.

(p) Subdividing and Consolidation of Lots. No Lot may be subdivided except with the prior written consent of Declarant. Any Owner owning two or more adjoining Lots or portions of two or more such Lots, may with the prior approval of the ARC and County consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein. The Lot resulting from such consolidation shall bear and the Owner thereof shall be responsible for all assessments applicable to the Lot. Provided the unimproved Lots have been consolidated by a reasonably identifiable method, as approved by the ARC, the assessment for the consolidated Lot shall be equal to any other single unimproved Lot. When the consolidated Lot is improved with a single residence, the Owner will be subject to an assessment equal to that for a single improved Lot. No Easement in a Lot may be granted by an Owner without the prior written approval of the ARC.

(q) Septic Systems. All septic systems or modifications thereof, shall be designed by an engineer, properly permitted by applicable governmental authorities and installed by a licensed contractor.

(r) Signs. No signs of any kind shall be displayed to the public view on any Lot, or on any vehicle or trailer parked on or adjacent to any Lot, including but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted by the ARC. Each model home may be advertised by one front yard sign not larger than 24" x 36", which shall have been approved in advance by the ARC as to color and design.

The ARC shall establish standardized sign criteria which permits the displaying of one sign per Lot uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an improved Lot is for sale or lease. The ARC specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, lease, or foreclosure. The ARC shall be contacted for information on sign style, color, where the sign inset and sign frame can be obtained.

In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election and that the ARC shall have the right to regulate the size, number and type of political signs on Lots.

All other signage is prohibited such as, but not limited to builders/architect signs, subcontractors, lenders and real estate companies. All signs within the Subdivision shall be subject to the prior written approval of the ARC. No signs are allowed on any Common Areas within the Subdivision, except for Builder and Declarant signage, provided it is compliant with ARC signage criteria.

Signs used by the Declarant to advertise the Subdivision during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the ARC. This provision may not be amended or deleted without the joinder of the Declarant.

Declarant or the Association may add signage as may be reasonably necessary into common areas, roads, or easements for the safety and welfare of residents including, but not limited to, speed zone or warning signs, 'children at play' or wildlife crossing signs.

(s) Temporary Structures and Facilities. Except as expressly provided herein, no structure of a temporary character (sales structure, trailer awning, tent, metal shed or carport, garage, barn, children's play house, or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the ARC. Notwithstanding the other provisions of this Section:

(1) Declarant reserves unto itself and its assigns in writing the exclusive right to erect, place and maintain such temporary facilities in or within any portions of the Subdivision as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences.

(2) Each Owner shall have the right to erect, place and maintain on his Lot such temporary facilities, other than mobile trailers or similar vehicles, as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Subdivision for sale shall have the right to erect, place and maintain temporary facilities for offices, storage and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Subdivision the location and use of such facilities shall have been approved in advance by Declarant or the ARC.

(t) Trash and Recycling. All trash and recycle containers shall be kept in a screened area of the Lot so as not to be visible from streets or Common Areas. Trash and recycling containers may not remain outside of the screened area for any longer than the night preceding pickup and the day of trash pickup. No trash, rubbish, garbage, recycle materials, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Subdivision. All rubbish, trash, garbage and recycle materials shall be kept in sanitary refuse containers with tightly fitting lids and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an enclosure or other screened area of the Lot sized to accommodate not less than two (2) 96 gallon containers and adequately screened by planting and/or fencing so as not to be visible from streets, Common Areas, or neighboring Lots.

Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of improvements thereon but shall not be stored or kept within any drainage easement area.

It shall be the duty of each Owner to preserve the condition of surrounding properties during the construction of each residence on any Lot. No grading, dumping, disposal of trash, driving of vehicles or equipment operation or other activities shall be permitted to overlap or encroach on neighboring Lots or the greenbelts or other Common Areas. No material shall be dumped or stored in any street, greenbelt, Common Areas, or conservation area.

It shall be the duty of all Owners and their builders to prevent trash from their activities from finding a resting place on any one of the surrounding properties and any trash for any reason placed, moved, dumped or blown by wind onto neighboring Lots, greenbelts, conservation areas, Common Areas, open areas, or streets.

No lumber, gravel, bricks, sand, dirt or other material of any nature shall be placed or stored on the streets, safety lanes, greenbelts, open areas or adjoining property, nor shall tractors, graders, ditching machines or other machinery be parked or placed on said areas without express written permission from the Declarant's HOA received in advance.

(u) Water and Sewage Systems. No individual water supply system shall be permitted on any Lot, including, but not limited to, water wells. Each dwelling on a Lot must utilize the water system provided to the Subdivision.

(v) Wells and Drilling.. No individual water supply system or water well shall be permitted on any Lot. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Lots or within the Subdivision, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Lots or within the Subdivision.

(w) Yards.

(1) Front Yard. The ARC may restrict the placement of rock or material other than dirt and vegetation in the front yard area of any Lot. The "front yard area" shall be defined as that area of a Lot situated between the front curb line and a line extending from the front of a residence to the side Lot lines. The entire front yard must be maintained with live turf grass.

(2) Back Yard. The Owners or Occupants of any Lots at the intersection of streets or where the rear yard or portion of the Lot is visible to public view from a street or Common Areas shall construct and maintain an inner fence or other Improvements as approved by the ARC to adequately screen from view of streets and Common Areas any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

EXHIBIT "D"
CONSTRUCTION AND DEVELOPMENT STANDARDS

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|---|--|
| (a) Artificial Vegetation | (o) Garages, Pool Houses, Mother-in-Law Suites |
| (b) Builder Approval | (p) Grading, Fill and Elevations |
| (c) Building Materials, Finishes & Colors | (q) Guttering |
| (d) Burglar and Fire Alarms | (r) Landscaping and Irrigation |
| (e) Chimneys | (s) Mailboxes |
| (f) Construction Activities | (t) Numbering |
| (g) Construction & Design Restrictions | (u) Outbuildings |
| (h) Construction in Place | (v) Solar Panels and Systems |
| (i) Construction Materials & Debris | (w) Structures: Setbacks, Size and Height |
| (j) Corner Lot Residences | (x) Swimming Pools/Spas |
| (k) Drainage | (y) Tree Preservation Zone |
| (l) Driveways and Curbs | (z) Variances Granted for Certain Lots |
| (m) Exterior Lighting | (aa) Private Road |
| (n) Foundation & Finished Floor | |

(a) **Artificial Vegetation.** No artificial turf or other artificial vegetation shall be installed or kept in the front or side yard areas on any Lot except as otherwise permitted in the ADG or approved by the ARC.

(b) **Builder Approval.** Except as may be performed by a Governmental Authority, construction of any improvement may not begin within the Subdivision until Builder shall have been approved in writing by the ARC.

(c) **Building Materials, Finishes and Colors.**

(1) **Masonry.** 100% of exterior walls of three sides including the front of all residential buildings shall be constructed with masonry or masonry veneer on the exterior wall area (exclusive of boxed windows). In determining compliance with this Section, window and door openings shall be considered as masonry. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to in Medina County, Texas as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance (e.g. no hardy board allowed). Brick may not comprise more than 25% of the exterior walls, unless written permission obtained from the ARC. Vinyl siding and aluminum siding shall not be allowed. Chimney must be constructed of masonry.

(2) **Rear Facing Wall.** Subject to the limitations imposed by the Subsection above, wood and fiber cement siding may be used. All other siding materials and all siding colors must be approved by the ARC (e.g. no hardy board allowed). Absent the express written consent of the ARC, vinyl siding and aluminum siding shall not be allowed. The sidewall of each house on a corner Lot that faces a side street will be designed and constructed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and décor, windows, doors and other relief areas.

(3) **Roofing.** The surface of roofs or principal and secondary structures, including garages and domestic living quarters, shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or metal, left natural or painted; or dimensional composition (30 year minimum). The ARC shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. All primary roofs shall have a pitch of 6:12 or greater. The ARC shall establish roofing criteria which are directed to generally improving the quality of material used; encouraging the use of colors which are in harmony with other structures in the Subdivision; and establishing minimum pitch requirements.

(4) **Finishes and Colors.** The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the ARC. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ARC for review prior to its application. Any changes to exterior material or color shall be submitted to the ARC for review.

(5) **Windows.** All windows shall be wood, vinyl, or factory or job-finished painted metal windows, or as otherwise approved in writing by the ARC, and shall be white, beige, bronze, or stained or painted in a color compatible with the exterior color of the residence and approved by the ARC. All glass in exterior windows, except fixed glass, shall be double pane and all glass in exterior windows shall be of a color and type approved by the ARC. No colored, reflective, or mirror type glass is permitted.

(6) **Exterior Glass and Mirrors.** No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed within the Subdivision.

(7) **Clerestory Windows.** Any clerestory window must be approved in writing by the ARC.

(8) **Tubular Skylights.** Tubular skylights are allowed only with the written approval of the ARC.

(d) **Burglar and Fire Alarms.** Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number and location of smoke detectors as stipulated by the ordinances and/or building codes of the County or governing municipality then in effect. The ARC may, but is not required to establish, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Lot Owners and Builders and may disapprove any plans and specifications not conforming to this provision or such standards.

(e) **Chimneys.** All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior wall of the residence, including stone, stucco finish or equivalent, or other material approved by the ARC. All chimneys located on the front of the street side of a residence will be composed of masonry matching the primary masonry used on the residence.

(f) **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall 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 Subdivision. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similarly activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided and conforms to usual construction practices in the area. No residential building including flatwork shall remain incomplete for more than eight (8) months after the foundation construction has commenced. The ARC may, by its written approval, permit extensions of the aforesaid timeframe in its sole discretion, provided that construction is being diligently pursued.

(g) **Construction and Design Restrictions.** In order to protect the overall integrity of the Subdivision as well as the quality and appearance of improvements of all Owners within the Subdivision, the ARC shall have the right, but not the obligation, to control all construction, development and improvement activities of any kind within the Subdivision. Traditional style architectural designs are encouraged. No geodesic, A-frames, log homes, or free style architectural designs shall be permitted. Owners are encouraged to submit preliminary or conceptual plans and specifications of front elevation (and side elevation on corner lots), materials specifications and the positioning of the Improvements upon the Lot to the ARC for review and comment, prior to the completion of final plans and specifications. Prior to the commencement of any construction, all final plans and specifications must be approved in writing by the ARC.

(h) **Construction in Place.** All improvements constructed within the Subdivision shall be built in place on the Lot and the use of prefabricated buildings is prohibited.

(i) **Construction Materials and Debris.** Each Owner and Builder shall provide sufficient means for temporary collection of and removal of all construction debris. In particular, all refuse or waste material generated from such Builder's construction shall be collected in a container which is a 20 yard, 30 yard or 40yard open top container (no round pens or fenced trash piles allowed) and picked up for disposal on a regular basis. Owner and Builder must maintain the Lot in a clean and respectable manner, including temporary bathroom facilities for subcontractors.

(j) **Corner Lot Residences.** Residences constructed upon corner lots shall be oriented so that the front of the residence shall face the street as approved by the ARC (i.e. must be parallel with one street or the other).

(k) **Drainage and Drainage Easement.**

Owner shall ensure that all storm water from any Lot drains into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas, or as determined by a qualified engineer. All work done on any Lot affecting or pertaining to the Lot grade, the flow or surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be approved by an engineer and ARC.

See also Section Z: Variances Granted to Certain Lots due to Drainage Easement

(l) **Driveways and Curbs.**

(1) **Driveways.**

(i) Driveways on each residential Lot and visible from a street must be constructed of broom or salt finished concrete. Driveways must be a minimum of 12' in width.

(ii) All curb cuts must be professionally machine cut. No more than one curb cut per Lot shall be permitted without approval of the ARC. Driveway locations shall be only as approved by the ARC. A circular driveway may be considered by the ARC if the driveway is not more than twenty feet (20') wide and the total impervious cover of the driveway materials does not exceed forty percent (40%) of the front building setback area.

(iii) Driveways which have more than six inches (6") of exposed concrete foundation sides shall have a masonry veneer applied and additional landscaping may be required depending on the amount of exposure.

(iv) The driveway leading directly to the garage shall in all cases and regardless of the house being on the topographically low or high side of the street, be constructed in a manner consistent with the FHA Block and Lot Grading data sheet guidelines and the following:

(v) The elevation of the driveway approach surface at a point ten (10) linear feet from the curb line shall be at least nine inches (9") higher than the pavement grade at gutter line.

(vi) For Lots on the topographically low side of the street, the driveway shall be constructed with a protective swale in front of the garage to prevent runoff water from entering the house and/or garage. Also, the driveway shall not have the effect of "trapping" a low area of ground with no other convenient route of drainage. The Lot Grading Plan will serve to indicate areas of concern.

(vii) Driveways may not be blocked (i.e. by cones, bollards, stones, etc.) except for the first 30 days following initial pouring of the driveway.

(2) **Curbs.**

(i) All curbs shall be cut by an experienced, qualified professional curb cutter. All driveways and curb cuts must be shown on the plans submitted to the ARC and approved prior to any action being taken.

(ii) No curbing shall be cut to provide access for a driveway (header curb) or sidewalk approach.

(iii) Any portion of curbing which is damaged, whether during construction or afterwards, shall be repaired as soon as practicable at the sole and exclusive expense of and by the Owner of the Lot appurtenant to such damaged curb.

(3) **General.** Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited forward of the front building line. Builders and contractors are required to clean streets immediately after aggregate-finished sidewalks and driveways have been washed.

(m) **Exterior Lighting.** Exterior lighting is required at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard if same is visible from any other portion of the Subdivision or any streets, of any Lot until the same has been approved by the ARC. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property. Reasonable security or landscape or tennis court lighting is permitted with the approval of the ARC, provided that no security lighting may be left on continuously or controlled by photocell device.

(n) **Foundation and Finished Floor.** The Builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug and in any event no more than thirty-six inches (36") of the foundation along the front and a minimum of two feet (2') wrapped around the side elevations of the residence and no more than forty-eight inches (48") of the foundation along the remainder of the residence shall be exposed to view from any street or Common Areas. All exposed slab areas shall be purged or concealed by masonry or masonry veneer approved by the ARC. Additional landscape screening of exposed foundation may be required by the ARC. All exposed concrete on front and rear porches must be purged. To comply with this section, Builders may purge and paint exposed slab areas in excess of the maximum requirements. The finished floor elevation for the residence and all other buildings situated on each Lot must be a minimum of eight inches (8") above the adjacent finished grade.

(o) **Garages, Pool Houses and Mother-in-Law Suites.** A detached garage may be front facing so long as it is behind the rear building line of the residence. Attached garages are allowed but must be side entry only with the approval of the ARC. Garages on model homes will be allowed to be used as a builder's sales office but must be reconverted to use as a garage upon conveyance or occupancy of home as a residence. No carports shall be erected or permitted to remain on any Lot. Each residence constructed on a Lot shall have an enclosed garage that shall be large enough to accommodate at least two (2) full, but no more than four (4) full size passenger automobiles. With the approval of the ARC or by variance, garages may face a street. Porta-cocheres may be allowed with the ARC's approval. Garages shall not be remodeled for living or entertaining purposes and shall be used for the intended purpose of housing automobiles and miscellaneous outdoor items (bicycles, garbage cans, tools, etc.)

No greenhouse, storage shed, playhouse, gazebo, cabana, or any other detached building on a Lot may exceed 400 square feet, except the residence and garage. A detached garage must be a minimum of 400 sq. ft. and maximum of 900 sq. ft. unless variance is given by ARC. Vehicles may not be kept or stored in any structure other than an approved garage. The ARC may deny approval for construction of any garage or other structure if, in the sole discretion of the ARC, it will not conform to the overall design and appearance of other structures in the subdivision.

A mother-in-law suite of no more than 1200 sq feet is allowed and may be occupied by persons related to the Owner by blood or marriage; however, the structure must be attached to the house by a breezeway or other permanent, covered connection and tied in to the main slab of the house, so as to appear to be a continuation of the main house. No detached mother-in-law suite is allowed.

A pool house can be detached from the main dwelling but cannot be built before the pool is completed. A pool house can be no larger than 1,000 sq. ft. and cannot be a residence.

All garages, pool houses, and mother-in-law suites, and other outbuildings must be built of the same type of construction material, color and design as the residence, except a green house may have light-permeable walls (above two feet (2')) and roof.

(p) **Grading, Fill and Elevations.** No excessive excavation or fill will be permitted to remain for more than a six-month consecutive period on any Lot. Every effort must be made to minimize cut and fill necessary for the construction of a residence on a Lot. Excess fill may not be placed on a Lot and must be legally disposed of outside of the Subdivision.

(q) **Guttering.** All gutters are required to be a minimum of five inch (5") conventional metal. Gutters are not required but if installed, downspouts must be situated as to minimize adverse drainage consequences for adjoining Lots and shall blend with the exterior of the house.

(r) **Landscaping and Irrigation.** The following provisions shall be applicable to landscaping and irrigation of the Lots in the Subdivision:

(1) **General.** Landscaping shall consist of quality materials which may include grasses, trees, shrubs, flowers and ground cover. Landscapes may consist of plants and trees that are drought tolerant.

(2) **Plans.** All landscape designs must be submitted to and approved by the ARC prior to installation of any landscaping in accordance with the requirements set forth in Exhibit C and D attached hereto. The ARC may modify the requirements of submittals to facilitate review of plans for various building programs. All plans shall be submitted to the ARC for review in determining their consistency and compatibility with the design and character of adjacent Lots and the Subdivision as a whole. Such plans shall be drawn to scale and shall include delineation of existing or proposed structures, pavement and other site features; and designate by name, size and location the plan materials to be installed.

Minimum landscaping requirements shall include the following:

(i) The following types of native trees are either to remain growing in each lot or be planted in each Lot: live oak, cedar elms, monterrey oaks, burr oaks, or red oak, of one and one-half inches (1 ½") or greater in diameter, or multi-trunk mountain laurel, six feet (6') or greater in height. The Association shall maintain a complete list of beneficial and recommended trees and plants.

(ii) Complete landscaping in front yard and, for corner lots, along the side yard adjacent to a street; and only permanent turf grass (namely, Zoysia, St. Augustine, or Bermuda) will be approved for such areas.

(iii) "Designated landscape areas" which include foundational planting of full-grown shrubs of five (5) gallon size or greater. Foundation plants will be included in ground cover beds configured in number, shape and size that complement the shape of the residences, flatwork, and trees.

(iv) Designated landscape area is required between the sidewalk and residence, and between the driveway and residence.

(v) No less than 50 feet of the front yard from the residence to the front property line of all Lots shall be sodded with either permanent turf grass (namely, Zoysia, St. Augustine, or Bermuda.) Yards may be planted with winter rye upon completion of construction, provided, however, winter rye shall only be used as a temporary ground cover to reduce soil erosion in the winter season and shall be replaced with sodded permanent turf grass no later than June 1st of the year in which construction is completed, or if construction is completed after October 1st of a year by no later than April 1st. Except for Plans and Specifications for improvements constructed by Declarant, all new planting and all proposed removal of sod or transplanting

of existing sod shall be included with all Plans and Specifications and shall be subject to the approval of the ARC. ARC approval of Plans and Specifications containing such landscaping plans shall be required prior to any disruption, cutting or clearing of existing grasses. No xeriscaping shall be allowed in place of turf grass.

(vi) Side yard shall be sodded with permanent turf grass (namely, Zoysia , St. Augustine, or Bermuda) and shall extend from residence to each side of the property not less than twenty-five (25) feet.

(vii) No less than 10' of permanent turf grass shall abut all flatwork to prevent erosion (except a back porch need not be sodded.)

(viii) Additional evergreen planting may be required to screen the broad expanse of concrete for circular driveways, or a three (3) or four (4) car garage driveway that side loads from a side street.

(ix) Owners are also required to landscape and maintain the area between the back of the curb and the property line at the front of the Lot. On corner lots outside of the sod limits initially installed by the Builder, Owners shall landscape or mulch and maintain the area between the back of the curb and the property line on the side street, in addition to the foregoing requirement to landscape and maintain the area between the back of the curb and the property line at the front of the lot. The ARC will require consistence in the choice of material and maintenance of this area. Owners are encouraged to use mulch, xeriscaping and plants and grasses in these areas.

All planted or landscaped areas should be mulched maintained with at least four inches (4") in depth of native mulch (no red dyed mulch).

(x) A depiction of Designated Landscape Areas, tree zones, planting areas, and areas where lawn is required is contained in Exhibit F.

(3) **Hardscape.** All retaining wall and landscape planter material shall be approved by the ARC. No railroad tie retaining walls are allowed. Statues, monuments, fountains, multiple tier planters, above-ground pots or plant holders, concrete and lawn furniture are prohibited in the front and side yards. All landscape selections must be presented to and approved by the ARC as part of the landscape plan.

(4) Sidewalks must be at least 4' in width.

(5) **Irrigation.** Each Owner shall be responsible for installing an irrigation system for all areas of sod and all designated landscape areas. Owners shall water and maintain the grass and landscaping on his Lot, including landscape easements and pedestrian easements. Dead grass must be replaced. Each Owner shall install a Double Check Backflow Prevention device.

(6) **Landscape Lighting.** Landscape lighting is only allowed when approved by the ARC and when the submittal indicates the lighting scheme is limited in area and in intensity. The purpose of landscape lighting is to provide for safety and diffused mood lighting only, not for decoration. Step lights, pole and pilaster mounted fixtures may be allowed when placed appropriately. Filters and shields are required to hide the light source. Florescent, metal halide, or low-pressure sodium lamps are not allowed. No light fixtures are allowed in setbacks.

(7) **Variances.** In addition to the Variance powers of the ARC hereinafter set forth, the ARC shall have the right to grant a Variance or waiver of the requirements of this Section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the ARC, will not detract from the general appearance of the neighborhood. No such Variance or waiver shall be presumed. A Variance or waiver shall be in writing.

(s) **Mailboxes.** No mailboxes or similar receptacles shall be installed or maintained on a Lot. There is one or more cluster box units ("CUBU") for mail in the Subdivision.

(t) **Numbering.** House numbers identifying the address of each residence must be placed as close as possible to the front entry so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the residence. The ARC may establish a consistent style, size and location of house numbers and/or address markers.

(u) **Outbuildings.** Every outbuilding, inclusive of such structures as a garage, storage building, pool house, secondary living quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the ARC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of any outbuilding other than a detached garage exceed twenty percent (20%), individually or in the aggregate, of the floor area of the main dwelling.

Every residence improvement and any proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the ARC for approval.

All Improvements must be located in the rear yard within the side and rear setback lines for said Lot. When the accessory building is directly attached to the principal main building by a breezeway, such accessory building shall be considered an integral part of the principal main building.

(v) **Solar Panels and Systems.** No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot or Improvements except as permitted in the ARC or approved by the ARC.

(w) **Structures: Setbacks, Size and Height**

(1) **Setback Lines.** All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines as shown on the Subdivision Plat, and as follows:

Front	50'
Side	25'
Rear	50'

Pursuant to Section (z) of this Exhibit D, certain lots have a variance to the front setback to account for the presence of a drainage easement. An example of setbacks, planting areas, and required lawn areas is contained in Exhibit F.

Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of determining compliance with building setbacks. The ARC shall have the right to grant Variances to the setbacks established in this Declaration to accommodate topography, existing trees and vegetation, or rock outcroppings on a Lot or the architectural design of the proposed improvements. All Variances to setbacks must be approved in writing by the ARC and may also require approval by the County or other applicable Governmental Authority.

(2) There are drainage easements within this subdivision as noted on the recorded plat. Maintenance of drainage easements designated within a lot shall be the responsibility of the property owner. Drainage easements shall be free from all obstructions. No structure, fences, or other Improvement shall be placed within the drainage easements.

No structure may be constructed or maintained upon any utility easement.

(3) **Size.** Each residence shall contain not less than 2,400 contiguous square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports, garages and secondary living quarters separated or detached from the primary living area. The ground floor must encompass 70% of the total square feet of living area.

(4) **Height.** No building or structure erected, altered or placed on, any Lot within or in the Subdivision shall exceed three stories in height without the written approval of the ARC. All applicable ordinances, regulations and statutes with respect to the maximum height of building and structures shall be complied with at all times. The primary residence must be as tall or taller than any other Improvement.

(x) **Swimming Pools/Spas.** Any swimming pool/spa constructed on a Lot must be enclosed with a safety fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies all Governmental Regulations. A perimeter fence around the entire Lot may satisfy this requirement for the purposes of the Association but may or may not meet Governmental Regulations. Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. All plans for swimming pools/spa and all related fencing, construction and access must be submitted to the ARC for approval prior to the start of construction. Such approval does not guarantee that the pool meets applicable Government Regulations. Above-ground pools are not permitted. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable Government Regulations.

(y) **Tree Preservation Zone**

Owners shall not place any improvement nor conduct any construction activities in a 40' buffer zone located along the rear section of each Lot. This shall be considered a Tree Preservation Zone (TPZ) and an area where improvements and construction activities are prohibited to prevent injury to protected native trees species and to provide a natural landscape buffer between neighbors. The Association shall maintain a complete list of protected native trees. A depiction of the TPZ is contained in Exhibit F.

Owners may not remove any tree located in the TPZ if the tree is on the Protected Native Tree List maintained by the Association or as set forth in Exhibit G, unless it is smaller than three inches (3") in diameter. Removal of underbrush and weeds to provide a tidy appearance of the TPZ is allowed.

If a tree is in a Tree Preservation Zone, the Owner must obtain advance approval before cutting any protected tree. Owner must notify the Association not less than 4 weeks in advance so that the Association can evaluate whether the tree contributes to the character of the subdivision or whether, alternatively, it may be cut down, lopped, pruned, topped or pollarded.

Variance may be requested where a tree is dangerous or causing a nuisance, or to prevent the spread of a pest or disease.

(z) **Variances Granted to Certain Lots due to Drainage Easement**

Lot #s 13 through 19 are each granted a Variance of the front setback to a twenty-five foot (25') setback to allow Owners to build closer to the street to account for the existence of a creek and drainage easement on each of those lots.

Lot #s 13 through 19 are each granted a Variance allowing Owners of these lots to construct front-entry garages (i.e. garage doors facing the street).

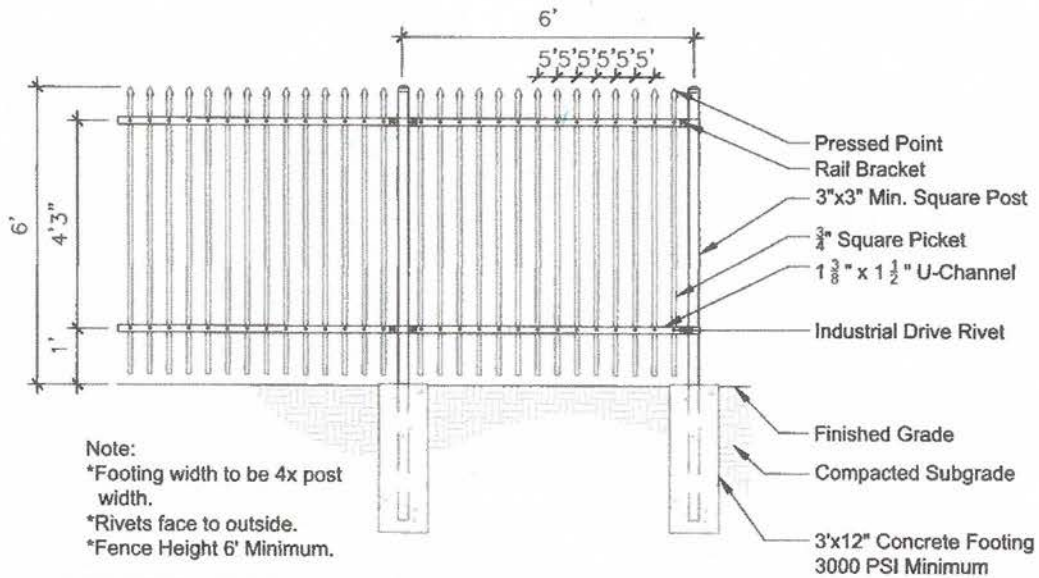
Lot #s 22 through 25 are each granted a Variance of the front setback to a thirty-five foot (35') setback to allow Owners to build closer to the street to account for the existence of a creek and drainage easement on each of those lots.

The Owner of Lots 13 through 19 and Lots 22 through 25 must obtain an engineered site plan and a final site survey to ensure that no Improvements are located within the Drainage Easement (see recorded plat.)

(aa) **Private Road**

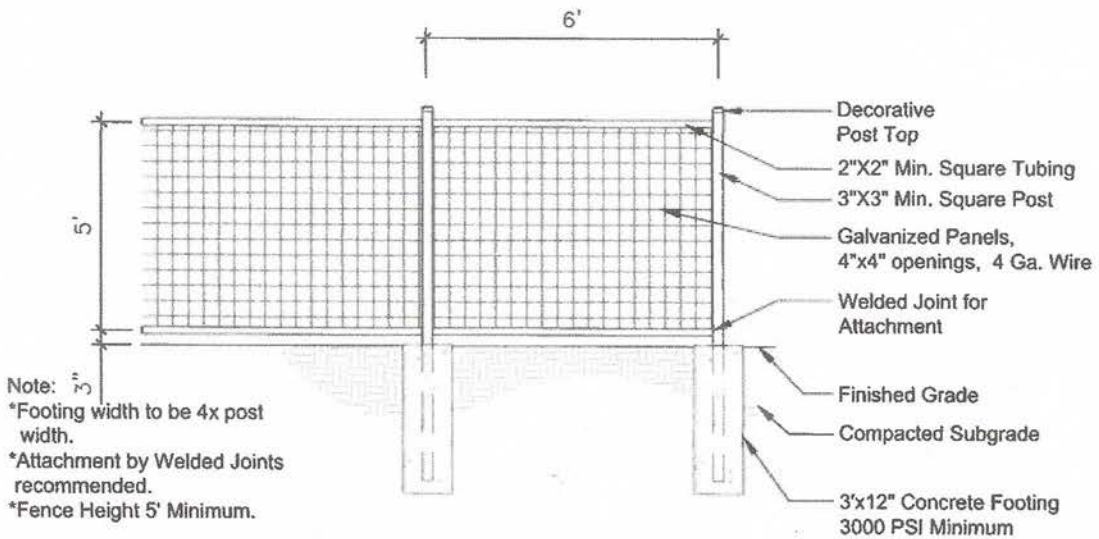
A private road runs between Lots 19 and 22 which is owned by and which exclusively serves Lots 20 and 21. It does not belong to the Association and is not for the use of any resident other than the owners of Lot 20 and 21. Owners of Lots 20 and 21 are bound by a "Declaration Of Access Easement" governing access to and maintenance of the private road.

EXHIBIT E -1



01 TYPICAL TUBULAR STEEL FENCE PANEL (Wrought Iron)
 N.T.S.

EXHIBIT E -2



02 WIRE MESH SCREEN FENCE W/ TUBULAR POST AND RAIL
 N.T.S.

Optional Fence Details

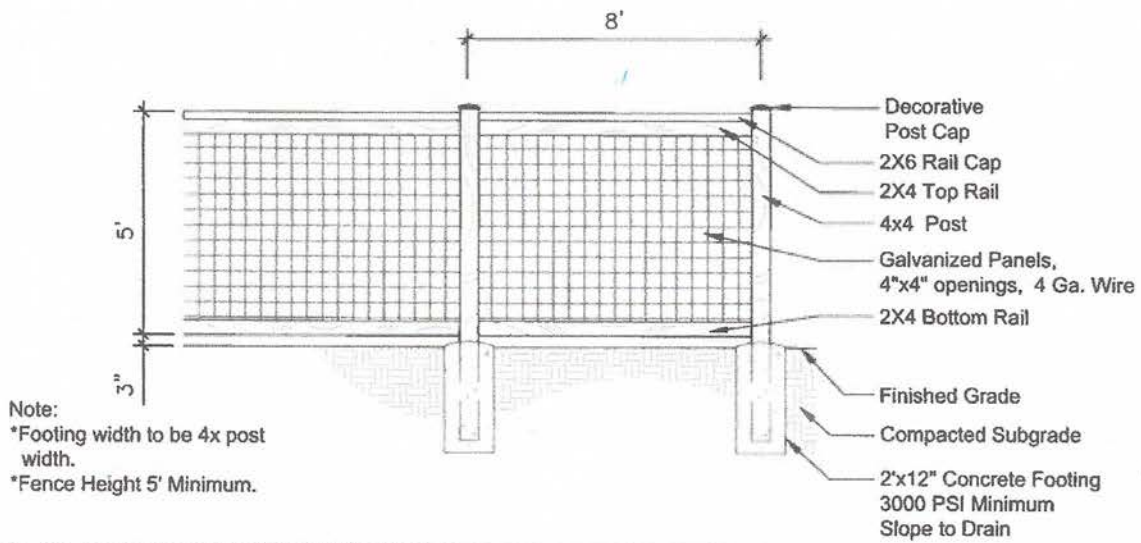
SCALE: NTS



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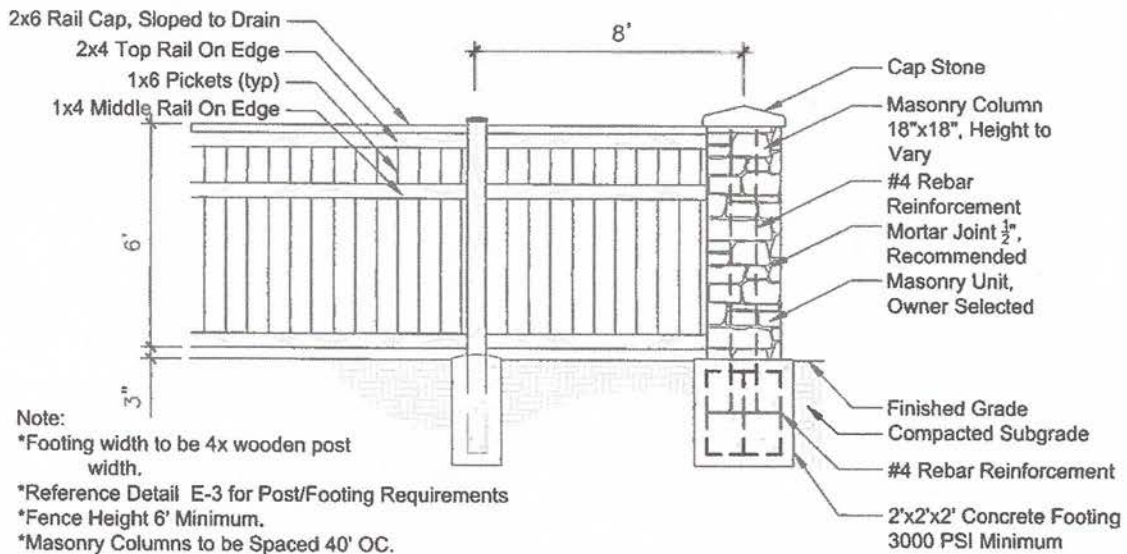
DETAIL-FILE

EXHIBIT E -3



03 WIRE MESH SCREEN FENCE W/ PRESSURE TREATED LUMBER POST & RAIL
NTS

EXHIBIT E -4



04 TYPICAL PRIVACY FENCE W/ MASONRY COLUMN
NTS

Optional Fence Details

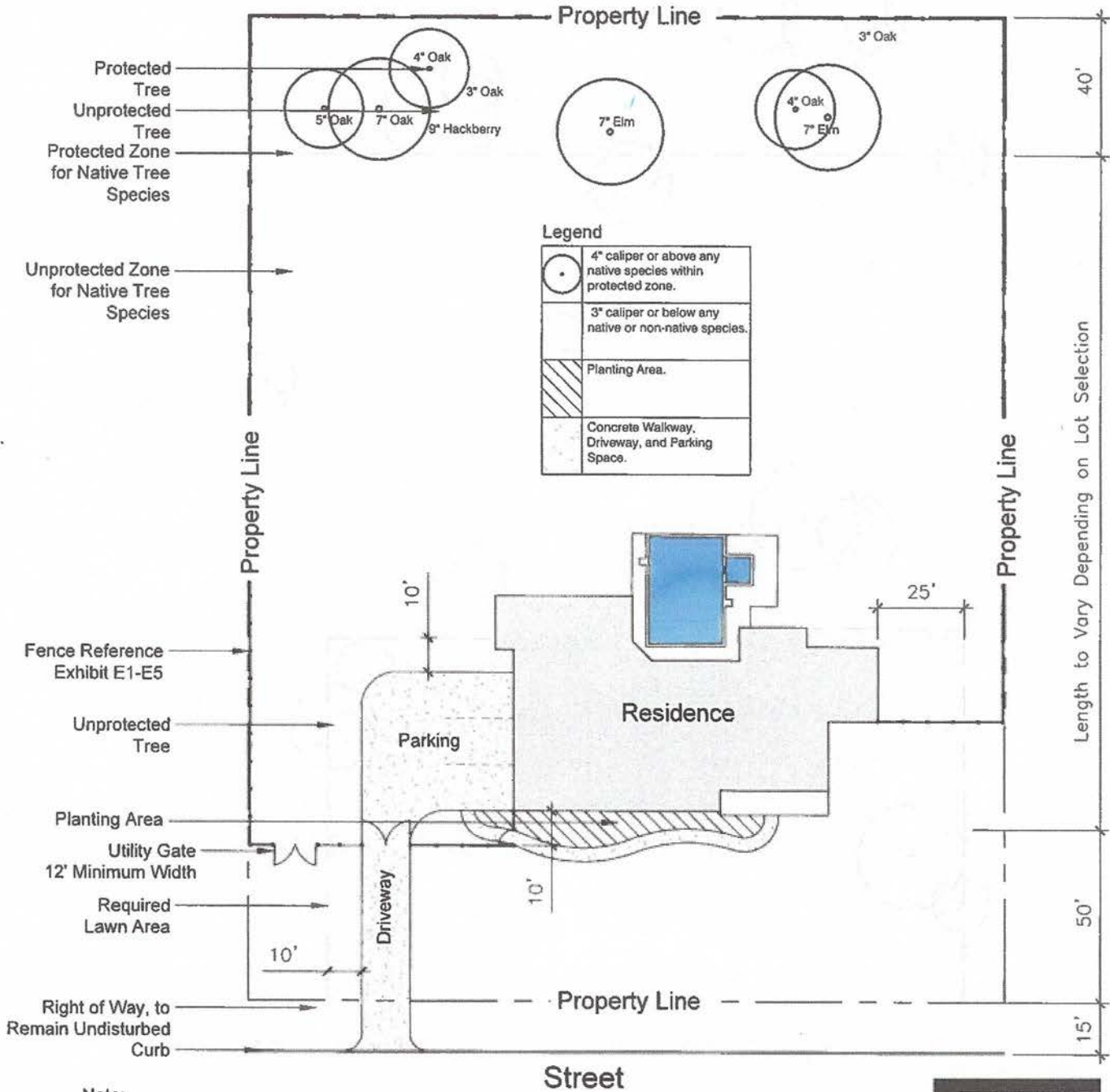
SCALE: NTS



P O Box 184 | D'Hanis, TX 78850

DETAIL-FILE

EXHIBIT F



Residential Lot Layout

SCALE: NTS



P O Box 184 | D Hanis, TX 78850

DETAIL-FILE

Exhibit G Protected Tree List

Common Name	Scientific Name	Height	Remarks
Anaqua*, Sandpaper tree	<i>Ehretia anacua</i>	M-L	Evergreen broadleaf; white flower clusters
Arizona Cypress	<i>Cupressus arizonica</i>	M-L	Evergreen conifer; gray green foliage; pyramidal shape
Ashe Juniper*	<i>Juniperus ashei</i>	S-M	Evergreen conifer; green foliage, females fruit
Bald Cypress*	<i>Taxodium distichum</i>	L	Deciduous conifer; fine textured foliage; fall color
Black Willow*	<i>Salix nigra</i>	M-L	Deciduous; riparian species
Bur Oak*	<i>Quercus macrocarpa</i>	L	Deciduous; large acorns and leaves, good shade tree
Cedar Elm*	<i>Ulmus crassifolia</i>	M-L	Deciduous; narrow canopy, good shade tree for R.O.Ws
Chinquapin Oak*	<i>Quercus muhlenbergii</i>	M-L	Deciduous; round-topped tree; bold foliage
Cottonwood*	<i>Populus deltoides</i>	L+	Deciduous; large leaves, females fluffy seeds
Crabapple, Texas*	<i>Mollis texana</i>	S-M	Deciduous, full to partial sun, spring flowering tree
Desert Willow*	<i>Chilopsis linearis</i>	S	Deciduous; pink tubular flowers; willow-like foliage, very drought tolerant
Deodar Cedar	<i>Cedrus deodara</i>	L	Evergreen; spreading pyramidal shape
Escarpment Black Cherry*	<i>Prunus serotina</i> var. <i>eximia</i>	M-L	Deciduous; sun to shade; fall foliage
Eve's Necklace*	<i>Sophora affinis</i>	M-L	Deciduous; sun-shade; white to pink flowers
Goldenball Lead Tree*	<i>Leucaena retusa</i>	S-M	Deciduous; delicate foliage; fragrant yellow flowers
Honey Locust	<i>Gleditsia triacanthos</i>	M	Deciduous; thornless varieties available
Kidneywood*	<i>Eysenhardtia polystachya</i>	S	Deciduous; delicate tree-shrub; fragrant white flowers
Lacy Oak*	<i>Quercus laceyi</i>	M	Deciduous; sun-partial shade; hill county native, good shade tree
Live Oak*	<i>Quercus virginiana</i>	M-L	Evergreen-like; good shade tree
Mesquite*	<i>Prosopis glandulosa</i>	S-M	Deciduous; lacy spreading form
Monterrey Oak	<i>Quercus polymorpha</i>	S-M	Evergreen-like; good shade tree
Mexican Buckeye*	<i>Ungnadia speciosa</i>	S	Deciduous; pink-red spring flowers
Pecan*	<i>Carya illinoensis</i>	L+	Deciduous; needs lots of space; sensitive to root impact

Persimmon, Texas*	<i>Diospyros texana</i>	S-M	Deciduous; sun-shade, smooth bark; females has black pulpy fruit
Plum, Mexican*	<i>Prunus mexicana</i>	S	Deciduous; sun to shade; white flowers, fruit
Poosum Haw*	<i>Ilex decidua</i>	S-M	Deciduous; sun-shade; female has red fruit
Retama, Paloverde*	<i>Parkinsonia texana</i>	S-M	Deciduous; fast growing, yellow flowers
Red Oak, Shumard*	Shumard <i>Quercus shumardii</i>	L	Deciduous; fall color, good shade tree
Red Oak, Texas*	<i>Quercus texana</i>	M	Deciduous; fall color, good shade tree
Redbud, Texas, Oklahoma, Mexican*	<i>Cercis canadensis var texana</i>	S-M	Deciduous; sun-shade, red/pink or white flowers
Rusty Blackhaw*	<i>Viburnum rufidulum</i>	S	Deciduous; fall color, white flower clusters
Silk-tassle*	<i>Garrya ovata</i>	S	Evergreen; sun-shade
Sycamore, Mexican	<i>Platanus mexicana</i>	L+	Deciduous; large leaves, good shade tree
Sycamore, Texas*	<i>Platanus glabrata</i>	L+	Deciduous; large leaves, good shade tree
Texas Mountain Laurel*	<i>Sophora secundiflora</i>	S	Evergreen, part shade to full sun; fragrant purple flowers
Texas Pistache*	<i>Pistacia texana</i>	S	Semi-Evergreen; full sun to part-shade; red fruit
Western Soapberry*	<i>Sapindus drummondii</i>	M-L	Deciduous; full to partial sun; good shade tree, cluster large yellow flowers
Wild Olive*	<i>Cordia boissiereri</i>	S-M	Semi-Evergreen; large white flowers, hardy to 14°F
Yaupon Holly*	<i>Ilex vomitora</i>	S-M	Evergreen; sun-shade; female has red fruit

FILED AND RECORDED

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Filing and Recording Date: 12/03/2020 03:21:57 PM Pages: 50 Recording Fee: \$218.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



Gina Champion

Gina Champion, County Clerk
Medina County, Texas

Filed By Kimberly Bermea Deputy