



THIRD AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE RANCH AT DELAWARE CREEK
(single-family residential lots)
1/20/2020

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**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RANCH AT DELAWARE CREEK
(single family residential lots)**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE
PRESENTS:
COUNTY OF BURNET §

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch at Delaware Creek (this “**Declaration**”) is made to be effective the date set forth below by the Declarant, The Ranch at Delaware Creek Property Owners’ Association (hereinafter, “the Association”).

RECITALS:

A. WHEREIN the original Declarant was the owner of that certain real property located in Burnet County, Texas, as more fully described below, which is part of a development known as The Ranch at Delaware Creek subdivision (the “Subdivision”) and WHEREIN the Declarant Control Period has now ended and control of the Association has passed to the Members

B. NOW THEREFORE, the Association hereby adopts and establishes the following reservations, restrictions, covenants, conditions and easements to apply to the use, improvement, occupancy and conveyance of all Lots in the Subdivision; and does hereby establish a property owners' association to effectuate and carry out its purposes and plan.

NOW, THEREFORE, Declarant does hereby make and file this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranch at Delaware Creek and declares that all of the Property described herein and made subject hereto shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.
DEFINITIONS**

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

1.01 “Design Review Committee” (hereinafter sometimes referred to as “**Design Committee**”) shall mean the committee created pursuant to Article IX hereof.

- 1.02 **“Design Review Committee Rules”** (hereinafter referred to as **Design Guidelines**) shall mean the rules adopted by the Design Review Committee pursuant to Section 10.03 hereof.
- 1.03 **“Articles”** shall mean the Articles of Incorporation of the Association (as hereinafter defined) as filed in the Office of the Secretary of State of the State of Texas, as such Articles may, from time to time, be hereafter amended.
- 1.04 **“Assessments”** shall mean assessments of the Association, and includes both regular and special assessments, and shall also have the meaning set forth in Section 6.06(A).
- 1.05 **“Association”** shall mean The Ranch at Delaware Creek Property Owners' Association, Inc., a Texas nonprofit corporation, its successors or assigns, or such other entity as may be created to administer the affairs of the Subdivision in accordance with the provisions hereof.
- 1.06 **“Association Property”** shall mean all real or personal property now or hereafter owned by or leased to the Association, including easements granted to the Association or for the common benefit of the Owners of the Lots.
- 1.07 **“Board”** shall mean the Board of Directors of the Association.
- 1.08 **“Bylaws”** shall mean the Bylaws of the Association as may be adopted by the Board, and as may from time to time be amended.
- 1.09 **“City”** shall mean the City of Burnet.
- 1.10 **“County”** shall mean Burnet County, Texas.
- 1.11 **“Common Area”** shall mean and include (a) any Lot designated by the Declarant as a Common Area for the primary benefit of the Owners and occupants of a particular area; (b) any greenbelt and recreation areas as shown on any final plat of the Subdivision or as described in Article V herein; or (c) any other area designed as Common Area on any final plat of the Subdivision, or by any other written instrument duly acknowledged and filed of record in Burnet County, Texas. Common Area may be owned by the Association or by Declarant.
- 1.12 **“Declaration”** shall mean this instrument and any future amendments or supplements thereto.
- 1.13 **“Greenbelt Area” or “Recreation Area”** shall mean any area so designated by Declarant or so shown on any final plat of the Subdivision.
- 1.14 **“Design Guidelines”** shall mean the criteria and guidelines established by the Design Review Committee for the construction of Improvements and landscaping within the Property.
- 1.15 **“The Ranch at Delaware Creek”** shall mean all that real property described on

Exhibit "A" attached to and made a part of this Declaration and any property added to the Property subject to the terms of this Declaration pursuant to the terms of this Declaration.

- 1.16** **"The Ranch at Delaware Creek Maintenance Fund"** shall mean the fund created for the receipts and disbursements of the Association.
- 1.17** **"The Ranch at Delaware Creek Restrictions"** shall mean this Declaration together with any and all Supplemental Declarations that may be recorded pursuant to the terms hereof, and as this Declaration or said Supplemental Declarations may be amended from time to time, together with The Ranch at Delaware Creek Rules, the Design Review Committee Rules and the Articles and Bylaws of the Association, as each of the same may from time to time be amended.
- 1.18** **"The Ranch at Delaware Creek Rules"** shall mean the rules adopted by the Board pursuant to Section 6.05(D) hereof, and as they may be amended from time to time.
- 1.19** **"Improvements"** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, garages, storage buildings, sheds, outbuildings, patios, tennis courts, sport courts, swimming pools, ponds, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, electronic data transmission or other utilities.
- 1.20** **"Lot"** or **"Lots"** shall mean and refer to each separately identifiable portion of the Property identified on any plat of the Subdivision recorded in the Office of the County Clerk of Burnet County, Texas, and which is assessed by any one or more of the taxing authorities and which is not intended to be an "open space" or a portion of any Common Area.
- 1.21** **"Master Concept Plan"** shall mean and refer to the Preliminary Plan for The Ranch at Delaware Creek on file in the offices of the original developer and/or City, and as the same may be amended from time to time (hereinafter sometimes referred to as the **"Concept Plan"** or the **"Plan"**).
- 1.22** **"Member"** shall mean any person who is a member of the Association pursuant to Section 6.02 hereof.
- 1.23** **"Owner"** shall mean (a) the person or persons holding a fee simple interest in a Lot, or (b) the purchaser of fee simple interest in a Lot under an executory contract for deed, but shall not include those holding title merely as security for the performance of an obligation or under a contract for sale of a Lot.
- 1.24** **"Person"** shall mean a natural individual or any entity having the legal right to hold

title to real property.

- 1.25 “Plans and Specifications”** shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating size, shape, configuration or materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and any other documentation or information relevant to such Improvement.
- 1.26 “Property”** shall mean all the real property that is subject to the terms and provisions of this Declaration as provided in Article II below.
- 1.27 “Record”, “Recorded”, and “Recordation”** shall mean, with respect to any document, the recordation of such document in the Office of the County Clerk of Burnet County, Texas.
- 1.28 “Subdivision”** shall mean those portions of The Ranch at Delaware Creek that have been subdivided by final plat recorded in the Plat Records of Burnet County, Texas, and added to the Property subject to this Declaration as herein provided.
- 1.29 “Supplemental Declaration”** shall mean any declaration of covenants, conditions, and restrictions which may be hereafter duly approved by the Association and recorded by the Association in the Official Public Records of Burnet County, Texas.

ARTICLE II. THE PROPERTY, ANNEXATION AND WITHDRAWAL OF LAND

2.01 PROPERTY SUBJECT TO THIS DECLARATION.

The real property subject to this Declaration (the “**Property**”) shall be the lots and common areas in the subdivision known as The Ranch at Delaware Creek in Burnet, Texas as stated.

2.02 ADDITION OF LAND.

The Association may at any time, and from time to time, add to the Property that is subject to this Declaration Upon the recording of a Notice of Addition of Land executed by the Association the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration; provided, any Supplemental Declaration may, but need not, provide that certain provisions of this Declaration are not applicable to the land covered by such Supplemental Declaration, or may amend or modify the provisions of this Declaration as to all or any parts of such added land. Any Supplemental Declaration may provide for its own procedure for the amendment of any provision thereof, as for example, by specified vote of only the Owners of the property within the area subject thereto or a

specified vote of only the Owners of some of the property within the area subject thereto. Furthermore, additional properties may be annexed into the Property at any time with the assent of two-thirds (2/3) of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter.

The Notice of Addition of Land referred to hereinabove shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;
- (c) An adequate legal description of the added land

2.03 LANDS OWNED BY SUB DEVELOPER.

If any portion of the land described in Exhibit "A", or other lands hereafter made subject to this Declaration, is sold to a Sub developer, any Supplemental Declaration with respect thereto shall be made expressly subject to all the terms and restrictions of this Declaration.

2.04 WITHDRAWAL OF LAND.

The Association may, at any time and from time to time, reduce the area which is now described on Exhibit "A". If lands are withdrawn at a later time from the lands now shown on Exhibit "A", the Declaration shall no longer apply to those lands withdrawn. The procedure for withdrawal of land shall be the same as set forth above in Section 2.02 for the addition of land except that the instrument shall be designated as a Notice of Withdrawal of Land.

ARTICLE III. GENERAL RESTRICTIONS

All Lots within the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 ANTENNAS & BASKETBALL HOOPS.

No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of a residence shall be erected, used or maintained on any Lot except with the written approval of the Design Review Committee; provided, however, that one (1) satellite dish receiver no greater than one (1) meter in diameter may be located on a Lot so long as the satellite dish is not visible from the street located adjacent to the front lot line of said Lot.

Basketball Hoops are not allowed on public streets. Any Basketball Hoop must be located on residential driveways.

3.02 INSURANCE RATES.

Nothing shall be done or kept in the Property which would increase the rate of insurance on any Lot or the Association Property without the approval of the Board, nor shall anything be done or kept in or on the Property that would result in the cancellation of insurance on any residence or any part of the Association Property or which would be in violation of any law.

3.03 SUBDIVIDING.

No Lot or Common Area shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof (including any Sub association) without the prior written approval of the Design Review Committee; provided that nothing herein shall be deemed to require the approval of the Design Review Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgagee or deed of trust.

3.04 SIGN.

No sign of any kind shall be displayed on any Lot to the public view without the approval of the Design Review Committee.

3.05 RUBBISH AND DEBRIS.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants, or any Common Area or Association Property. Refuse, garbage and trash shall be kept, at all times, in a covered, noise-less container and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 NOISE.

No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or portion of the Property or to its occupants.

3.07 REPAIR OF BUILDINGS.

All Improvements hereafter constructed upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner (including any Sub association) thereof. The opinion of the Board as to such condition shall

be final.

3.08. IMPROVEMENTS AND ALTERATIONS.

Any construction, other than repairs pursuant to Section 3.07 hereinabove, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Design Review Committee and in accordance with the "Design Guidelines" established from time to time by the Design Review Committee.

3.09 VIOLATION OF THE RANCH AT DELAWARE CREEK RESTRICTIONS.

(a) The violation of The Ranch at Delaware Creek Restrictions by an Owner, his family, guests, invitees, or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (i) The imposition of a fine, currently set per the attached Appendix "B" for Schedule of Fines.
- (ii) The suspension of Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation, or
- (iii) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or
- (iv) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs.

(b) Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner by EMAIL, READ receipt requested, PERSONAL DELIVERY TO ADDRESS, AND BY USPS MAIL. The notice shall (i) describe the violation that is the basis of the charge, suspension, fine or action, and state the amount due the Association (if any) from the Owner, and (ii) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six [6] months) and that the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code (as the same may be amended or replaced from time to time). If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

3.10 DRAINAGE.

There shall be no interference with the established drainage patterns over any of the Property unless adequate provision is made for proper drainage and approved by the Design Review Committee.

3.11 EASEMENTS.

- (a) Cross-Drainage Easements. Each Lot shall be burdened with a perpetual, non-exclusive easement over that portion of the Lot which is not improved with structures, for the purpose of drainage of storm water runoff from any portion of the Property; provided, no Person shall alter the natural drainage of storm water from any Lot once construction of initial Improvements have been completed so as to unreasonably increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property and the Board.
- (b) Easements for Storm Water Runoff. Each Lot and all other portions of the Property are subject to an easement in favor of the Association, as the owner of the Common Area, and the neighboring properties for the natural or controlled flow of storm water across the Property; provided, this Section shall not permit changes to the existing storm water flow without the approval of the Board and the Owner of the affected Lot or Lots.
- (c) Easements to Serve Additional Property. The Association hereby reserves for itself and its authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any area within the Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for connecting and installing utilities on such property. The Association agrees that it or the Person exercising such easement shall be responsible for any damage caused to the Common Area or any Lot as a result of the exercise of such easement.
- (d) Easements for Encroachment. The Association hereby creates, for the benefit of each Lot and each portion of the Common Area, reciprocal easements for encroachment due to the unintentional placement, or the settling or shifting of the structures or Improvements on such Lot or portion of the Common Area, and for maintenance and use of any encroaching structure or Improvement, except that no easement for encroachment shall exist:
 - (i) for any structure or other Improvement constructed in violation of this Declaration;
 - (ii) beyond a distance of three feet (3'), as measured from any point on the common boundary line along a line perpendicular to such boundary; or
 - (iii) if such encroachment occurred due to reckless, willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.
- (e) Easements of Support. Every portion of a Lot contributing to the support of an abutting Lot or roadway shall be burdened with an easement of support for the

benefit of such abutting Lot or roadway.

3.12 HAZARDOUS ACTIVITIES.

No activities shall be conducted on any Lot and no Improvement shall be constructed or used on any Lot that are or might be unsafe or hazardous to any Person or the Property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Lot or other portion of the Property, except (a) in a contained barbecue unit while attended and in use for cooking purposes, (b) within a safe and well-designed interior fireplace, or (c) such campfires or picnic fires in Common Areas designated for such use by the Association. The discharging of fireworks within the Property is expressly forbidden unless approved by the Board.

3.13 TEMPORARY STRUCTURES.

No tent, shack, trailer, mobile home or other temporary building, improvement or structure shall be placed upon any Lot or other portion of the Property, except that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of the Board, such approval to include the nature, size, duration and location of such structure. Declarant may utilize such temporary buildings or structures as it deems necessary to provide for the ongoing development of The Ranch at Delaware Creek or the operation of any facility or amenity in connection therewith.

3.14 MINING AND DRILLING.

No Lot or other portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.15 VEHICLES AND PARKING

The use of all vehicles, but not limited to helicopters, gliders, trucks, commercial vehicle, automobiles, graders, boats, trailers, pickups, mobile homes, tractors, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to The Ranch at Delaware Creek Rules, which may regulate, prohibit or limit the use thereof within specified parts of the Property.

- a. Without limitation of the generality thereof, no truck, motorhome, recreational vehicle, boat, commercial vehicles, camper or trailer shall be parked on the driveway or any portion of the Lot for more than forty-eight (48) hours except in enclosed garages or in such a manner as to not be visible from any adjacent lot or street.
- b. No on-street vehicle parking shall be allowed at any time along residential streets except for special events, holiday gatherings, social events, parties or temporary out of town guests not to exceed forty-eight (48) hours. On-street parking will be allowed for construction and repair equipment while a residence is being built

or repaired. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced, repaired or stored on the land, except in an enclosed building or garage.

3.16 ANIMALS.

No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted. No poultry may be kept on any Lot. Animals shall be kept under control at all times and, when not upon the Owner's Lot, shall be restrained by a leash or under the direct control of the Owner. No animal shall be allowed to roam or run at large. Dog waste must be promptly cleaned up and properly disposed of by the owner. In no case is the feeding of wild animals such as deer, raccoon, possum or turkey permitted within the Property, as this activity attracts destructive indigenous wildlife such as feral hogs.

3.17 UNSIGHTLY ARTICLES.

No article deemed to be unsightly by the Design Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view; and liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

ARTICLE IV. RESIDENTIAL RESTRICTIONS

4.01 RESIDENTIAL AREAS.

All Lots shall be improved and used solely for residential use. No Lot shall be improved or used except by a dwelling or structure designated to accommodate no more than a single family, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence.

4.02 RENTALS.

Rental of properties, lots or improvements are not allowed.

- 4.03 DELETED SECTION**
- 4.04 DELETED SECTION**
- 4.05 DELETED SECTION**
- 4.06 DELETED SECTION**
- 4.07 DELETED SECTION**

4.08 GARAGES. SEE DESIGN GUIDELINES FOR SPECIFIC BUILDING REQUIREMENTS

Garage doors must have electric openers. All garage doors must remain closed when garages are not in use. No carports shall be erected or permitted on any Lot without the express approval of the Committee.

4.09 DELETED SECTION

4.10 PATHS.

Paths may be constructed by the POA in some areas of the Property and by Lot owners in other areas as approved by the Design Review Committee as being in compliance with the path plan as adopted by the Board.

4.11 FENCING.

All fences must be approved by the Design Review Committee before installation. Type, height, and location must be submitted in writing or in a drawing for approval. No chain link fencing will be allowed. Fencing must be installed property line to property line.

4.12 CONSTRUCTION OF IMPROVEMENTS.

All improvements on existing homesites MUST be submitted to the Design Review Committee for review and approval. No construction of Improvements or structures shall remain unfinished for more than one (1) year after the same has been commenced. When a lot is purchased, either the construction of an improvement must be commenced, the lot added to an adjacent improved lot and a sidewalk installed, or sold again within two years, unless a variance is issued by the Board of Directors.

4.13 LANDSCAPING.

Landscaping is an essential element of the master plan for The Ranch at Delaware Creek. Construction of structural Improvements shall include the installation and placement of appropriate landscaping improvements. Each Lot on which landscape improvements are constructed shall have and contain an underground water sprinkler system for purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition to front and side yard areas situated outside fences or walls. Unless an extended period is granted by the Design Review Committee, the Owner shall develop a landscaping improvement plan for review and approval by the Architectural Committee and upon approval shall install and maintain landscaping improvements on the Lot within thirty (30) days of City's building inspection acceptance of structural improvements. Preservation of

existing vegetation in addition to the introduction of plants native to the Properties shall be considered in establishing the landscaping improvements plan.

4.14 MAINTENANCE OF LAWNS AND PLANTING.

Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) cultivated, pruned, mowed and free of trash and other unsightly material.

4.15 MAINTENANCE OF LOT AND IMPROVEMENTS.

Any Owner or occupant of any Residence shall have the duty of and responsibility for keeping the Lot they own or occupy, and the Improvement thereon, in a well maintained, safe, clean, and attractive condition at all times. By way of example, such maintenance shall include, but not limited to: maintenance of all visible exterior surfaces of the Improvements and prompt removal of paper, debris, and refuse; removal of dead and diseased trees and plantings from the Lot. Prompt replacement of full and/or peeling paint from the exterior of the Improvements; mowing, watering, fertilizing, weeding, replanting, and replacement of landscaping in accordance with the approved Landscape Plan; and, during construction, the cleaning of dirt, construction debris, and other construction related refuse from street and storm drains and inlets as often as deemed necessary by either the Association or the Design Review Committee. If, in the opinion of the Association, the Owner or Occupant is failing in this duty and responsibility, then the Association may give the Owner or Occupant, or both, notice of such fact, and the Owner or Occupant must, within five (5) days of such notice, undertake the care and maintenance required to restore the Lot, Improvements, or both, to a safe, clean, and attractive condition. If the Owner or Occupant fails to fulfill this duty and responsibility after such notice, then the Association shall have the right and power, but not the obligation, to perform such care and maintenance, and the Owner or Occupant (or both of them) shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. If neither Owner nor Occupant reimburses the Association within thirty (30) days after receipt of a statement from the Association for the cost of such maintenance, the amount of such maintenance cost shall constitute a lien on the Lot on which the work was performed and shall be enforceable as any other assessment lien in the manner provided for in the Declaration.

4.16 PATHS AND SIDEWALKS.

To assure compatibility between (i) the Lots of the Property and (ii) the Lots of the Property and adjacent non-single family residential lots or tracts, paths or sidewalks may be constructed by the Association in some areas of the Property and required to be constructed by Lot Owners in other areas as approved by the Design Review Committee in compliance with the path plan as adopted by the Board. Pedestrian easements are hereby established within the right of way along the public roads and street within the Subdivision.

- (a) The pedestrian easement shall be designated as being from the curb line of the paved right-of-way back ten feet (10').

- (b) The sidewalk will be constructed by the Owner concurrently with the Owner's initial construction of Improvements on a Lot or at the latest within thirty (30) days of issuance of any Certificate of Occupancy.
- (c) A sidewalk of a minimum width of four feet (4') of concrete with a broom finish will meander through the pedestrian easement and will be constructed to run generally parallel to the curb line in lieu of a sidewalk adjacent to the curb. The Association reserves the right to require and request that the concrete sidewalk be abutting the curb of the right-of-way.
- (d) The sidewalk shall be constructed to connect with sidewalks on adjoining Lots or tracts.
- (e) Where necessary to preserve trees and significant geological features (ie: rock outcroppings) the sidewalk may be routed around such features as approved by the Design Review Committee and to meander among the native trees and plants in such a way to be aesthetically pleasing.

**ARTICLE V.
RECREATIONAL USES**

5.01 GREENBELT OR RECREATION AREAS.

The annexation of future properties to the Property, as permitted by Article II hereof, which may include additional properties used for and devoted to greenbelt or recreational uses shall not be deemed as commercial uses of such property, but shall be deemed, for purposes of this Declaration, as additional recreational uses of such property by the Association and not in violation or contradiction of any of the terms of this Declaration, or any future amendments or supplements hereto. Likewise, the Association's ownership, operation, use, or maintenance of the facilities for tennis, basketball or swimming shall not be considered as "commercial" uses for purposes of this Declaration, but shall be deemed additional recreational uses of such property. Any Common Areas, greenbelt or recreation areas shall be governed by the rules and regulations promulgated by the Association.

**ARTICLE VI.
THE RANCH AT DELAWARE CREEK PROPERTY OWNERS' ASSOCIATION**

6.01 ORGANIZATION.

The Ranch at Delaware Creek Property Owners' Association, Inc. shall be a nonprofit Texas corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation of Sub associations, by provision therefor in Supplemental Declarations executed and recorded by the Association or as to lands owned by a Sub developer, by such Sub developer, to own, develop, assess, regulate, operate, maintain or manage portions of the Property subject to such Supplemental Declarations or to own, develop or control portions thereof for the common use or benefit of Owners and occupants of lands in the portions of the Property subject to such Supplemental Declarations.

6.02 MEMBERSHIP.

Only the Owners defined in Subparagraph (i) of Section 6.03(A) herein below shall be Members of the Association; provided, however, that no person shall be a Member of the Association by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner as defined in the preceding sentence shall automatically be a Member of the Association without the necessity of any further action on his or her part, and Association membership shall be appurtenant to and shall run with the property interest ownership which qualifies the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof for membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance,

transfer, pledge, mortgage or alienation shall be void.

6.03 VOTING RIGHTS.

(A) Membership

The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows.

Members shall be all Owners of lots and shall be entitled to one vote for each improved Lot owned on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board in accordance with the provisions of this Declaration.

(B) Entitlement.

Notwithstanding anything to the contrary in this Declaration, no Owner shall be entitled to vote for a Lot until a residential dwelling has been completed on such Lot and is ready for occupancy and such Owner holds a certificate of occupancy or other applicable approval of the appropriate governmental agency if the same is required for the occupancy of the residential dwelling on such Lot.

(C) Joint or Common Ownership.

If any Lot is held jointly or in common by more than one Person, the Owners thereof shall designate, in writing, one Person or Owner who shall be entitled to cast such vote and no other Person shall be authorized to vote in behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

(D) Proxy Voting.

Any Owner may give a revocable written proxy to any Person authorizing the latter to cast the Owner's vote(s) on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws.

(E) Cumulative Voting.

The cumulative system of voting shall not be allowed.

6.04 MEETINGS.

There shall be an annual meeting of the Members of the Association during the First Quarter of each year at the principal office of the Association, or such other place as the Board may designate. Except as in the next sentence provided, no notice need be given of

said annual meeting. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Board or by written notice signed by a majority of Owners, computed as provided in Section 6.03 herein above, notified not less than ten (10) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association.

(A) Quorum.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding (computed as provided in Section 6.03 hereinabove) shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

(B) Presiding Officer.

The President, or in his or her absence the Vice President or the Secretary/Treasurer, shall call meetings of Members to order and act as chairman of such meetings. In the absence of all Officers, any Member entitled to vote or any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Association shall act as Secretary of such meeting and in the absence of all of Officers, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

(C) Vote Necessary.

Except as provided otherwise in Section 6.03 of this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

6.05 DUTIES OF THE ASSOCIATION.

Subject to and in accordance with this document or any amendments thereto, the Association shall have and perform each of the following duties for the benefit of the Members of the Association.

(A) Association Property.

- (1) Ownership and Control. To accept, own, operate and maintain all Common Areas or other property that may be conveyed or leased to it, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.

- (2) Dissolution. To pay over or convey, upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
- (3) Repair and Maintenance. To maintain in good repair and condition all lands, Improvements, and other Association Property owned by or leased to the Association.
- (4) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any 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.

(B) Drainage Diversion Structure.

To maintain drainage diversion structure(s) (if any), consisting of a low concrete wall with inlets, weirs, pipes and appurtenances, to control storm water runoff.

(C) Insurance.

To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include:

- (1) Fire and extended coverage insurance on all Improvements owned by or leased to the Association, the amount of such insurance to be not less than ninety percent (90%) of their aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Association and mortgagees, as their interest may appear. As to each such policy which will not be thereby voided or impaired, the Association hereby waives and releases all claims against the Board, and the officers, agents and employees of each, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but such waiver shall not extend to acts of gross neglect or willful misconduct. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, and the officers, agents, and employees of the Board shall be secondary.
- (2) Bodily injury liability insurance, with limits not less than Five Hundred Thousand and No/ 100 Dollars (\$500,000) per person and One Million and No/100 Dollars (\$1,000,000) per occurrence and property damage liability insurance of not less than Fifty Thousand and No/100 Dollars (\$50,000) per occurrence, insuring against liability for death, bodily injury or property damage arising from activities of the Association or with respect to property under its

jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insureds the Association, the Board and each of its members, and the Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

- (3) Worker's Compensation insurance to the extent necessary to comply with applicable laws.
- (4) A fidelity bond in the penal amount of not less than Twenty-five Thousand and No/100 Dollars (\$25,000) naming each member of the Board and such other Persons designated by the Board as principals and the Association as obligee.
- (5) Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carry out the Association functions.

(D) The Ranch at Delaware Creek Rules.

To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such The Ranch at Delaware Creek Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing sentence, such The Ranch at Delaware Creek Rules may set dues and fees; prescribe the regulations governing the operation and use of Common Areas and Association Property; and to permit and enforce speed and traffic controls, use of vehicles, and parking and safety restrictions in all Common Areas within the Property. Each Member shall be entitled to examine such The Ranch at Delaware Creek Rules at any time during normal working hours at the principal office of the Association.

(E) Design Review Committee.

To appoint and remove members of the Design Review Committee as provided in Section 9.02 hereof, and to ensure that at all times there is available a duly constituted and appointed Design Review Committee. The Board may incorporate such Committee as a Texas nonprofit corporation.

(F) Enforcement.

To enforce, in its own behalf and in behalf of all Owners, the covenants, conditions, and restrictions set forth in this Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions, and restrictions, and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of The Ranch at Delaware Creek Restrictions, or any amendment thereto. The Board shall be authorized to institute litigation, settle claims, enforce liens and take such action as it may deem necessary or expedient to enforce the provisions of The Ranch at Delaware Creek Restrictions.

(G) Financing.

To execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Association, and to accept lands, whether or not improved, from developers from time to time subject to such mortgages and deeds of trust. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower. The mortgage, deed of trust, or other security interest given to secure repayment of any debt may consist of a first or second or other junior lien, as shall be deemed appropriate by borrower on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such deed of trust or other security instrument may be retired from revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(H) Audit.

To provide an annual audit by an independent certified public accountant of the accounts of the Association and to make such audit available for inspection and review by Association Members during normal business. Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association by a certified public accountant provided that such auditor inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

(I) Other.

To carry out all duties of the Association as set forth in The Ranch at Delaware Creek Restrictions.

6.06 POWERS AND AUTHORITY OF THE ASSOCIATION.

The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times:

(A) Assessments.

To levy Assessments as provided in Article VIII, herein below. An "Assessment" is defined as that sum which must be levied in the manner and against the Property set forth in Article VIII herein below in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement.

To enter onto any Lot or Common Area, for the purpose of enforcing, by peaceful means, The Ranch at Delaware Creek Restrictions, or for the purpose of maintaining or repairing any joint use private driveway reflected on any plat of the Subdivision, any Common Area, Improvement or other facility to conform to The Ranch at Delaware Creek Restrictions. The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of The Ranch at Delaware Creek Restrictions.

(C) Manager.

To retain and pay for the services of a person or firm (the "**Manager**") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any of their duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(D) Legal and Accounting Services.

To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of The Ranch at Delaware Creek Restrictions or any amendment thereto, or The Ranch at Delaware Creek Rules, or in the performance of any other duty, right, power, or authority of the Association.

(E) Utility Services.

To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance for the property of the Association.

(F) Other Areas.

To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, paths, trails, ponds, lakes, and other areas of the Property owned by or leased to the Association, and to perform the obligations of the Association under any license agreement or similar agreement entered with the County or the City in connection with the use and maintenance of medians within any public street or road right-of-way located within or immediately adjacent to the Subdivision.

(G) Recreational Facilities.

To own and operate any and all types of facilities for both active and passive recreation.

(H) Other Services and Properties.

To obtain and pay for any other property and services, including but not limited to fire protection, security, street lighting and emergency medical services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for, pursuant to applicable law, the terms of The Ranch at Delaware Creek Restrictions, or the Articles or Bylaws of the Association.

(I) Construction on Association Property.

To construct new Improvements or additions to Association properties, subject to the approval of the Design Review Committee as required in this Declaration.

(J) Contracts.

To enter into contracts with Sub associations, Sub developers, and other Persons on such terms and provisions as the Board shall determine. As to any such contract into which the Association may enter with a Sub association, the Association may make, establish and promulgate, and in its discretion, may amend or repeal and re-enact, rules of the kind described in Section 6.05(D) with respect to the Sub association's property.

(K) Permits.

To obtain and hold any and all types of permits and licenses as may be required for any of the activities required or permitted to be taken by the Association.

(L) Ownership of Property.

To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

a. Any offer to purchase/sell POA owned land MUST be voted on by the active membership of the POA during a Special Meeting. An approval of 67% of the members eligible to vote will be necessary to approve the sale.

(M) Subsidiaries.

To create a subsidiary or other association to perform the rights, powers, duties, obligations, or functions which might prevent the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association by this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations, or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

(N) Exterior Maintenance.

To enter on any Lot, whether improved or unimproved, and to repair, maintain,

cleanup and restore such Lot and/or the exterior of any building or other Improvements erected thereon, in the event any Owner of any Lot or Improvement within the Property shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Association. No such entry, repair, maintenance, or other action shall be taken pursuant to this paragraph without Board approval. Any costs or expenses incurred in connection with such exterior maintenance or cleanup of any Lot shall be added to and become a part of the Assessment to which such Lot is subject. The Board shall be authorized to add all such costs to the next regular billing of Assessments for such Lot.

(O) Diseased Trees.

To enter upon any Lot or other part of the Property at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to privately owned Lots may be levied by the Association as a specific Assessment against such Lots pursuant to Section 8.10 hereof.

6.07 INDEMNIFICATION.

(A) Third Party Actions.

The Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding if it is found and determined by the Board or court, that such Person (1) acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

(B) Derivative Actions.

The Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding brought by or in the right of the Association by reason of the fact that such Person is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with the defense or settlement of such action, proceeding or suit if it is found or determined that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interest of the Association. No indemnification

shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of such Person's duty to the Association unless (and only to the extent) the court in which such action, proceeding or suit was brought shall determine that, despite the adjudication of liability and in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity.

(C) Determination.

An indemnification which the Association has elected to provide under Paragraph (A) or (B) of this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section. Such determination shall be made (a) by the Board by a majority vote of directors who were not parties to such action, suit or proceeding; or (b) if obtainable, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph (A) or (B) of this Section, or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section.

(D) Payment in Advance.

Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in Paragraph (C) of this Section upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

(E) Insurance.

The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

(F) Other Coverage.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, Texas law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a Person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and

personal representatives of such a Person.

ARTICLE VII. ASSOCIATION PROPERTY

7.01 USE.

Each Owner of a Lot, the members of such Owner's family who reside in the residence located on the Lot shall be entitled to use the Property of the Association subject to:

- (a) The provisions of The Ranch at Delaware Creek Restrictions or any amendment thereto, and each Person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;
- (b) The right of the Association to charge reasonable dues and use fees;
- (c) The right of the Association to suspend the rights to the use of any Association Property or any Common Area by any Member and their respective families, guests and invitees for any period during which any Assessment against the Member's property remains past due and unpaid; and, after notice and hearing by the Board, the right of the Association to invoke any remedy set forth above in Section 3.09 for any other infraction of The Ranch at Delaware Creek Restrictions;
- (d) The right of the Association to require that security deposits be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;
- (e) Such rights to use Association Property as may have been granted by the Association or prior Owners of property of the Association to others; and
- (f) Such covenants, conditions, and restrictions as may have been imposed by the Association or prior Owners on property of the Association.

7.02 DAMAGES

Each Member described above in Section 7.01 shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such Person or of the Owner thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners shall be joint and several. The amount of such damage may be assessed against such Person's real and personal property on or within the Property, and may be collected as provided in Article VIII below for the collection of Assessments.

7.03 DAMAGE AND DESTRUCTION.

In the case of destruction of or damage to Association Property by fire or other casualty:

(A) Reconstruction --Minor.

If the cost of repairing or rebuilding does not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) of the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special Assessment to make good any deficiency.

(B) Reconstruction - Major.

If the cost of repairing or rebuilding exceeds One Hundred Thousand (\$100,000.00) and the available insurance proceeds then:

The insurance proceeds shall be paid to the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.

The Association shall obtain firm bids from two (2) of more responsible contractors to repair or rebuild any or all portions of the damaged Property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by a three-fourths (3/4) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Board. If a bid is accepted, the Association may levy special Assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Association Property and such Assessments and all insurance proceeds shall be paid to the Board to be used for such repairing or rebuilding. Such Assessments may be made due on such dates as the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, by a pledge of or mortgage on any personal property owned by the Association or held by it in trust for the Members, or on any other real property owned by the Association. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up of the property, shall be retained by the Association for use in performing its functions under this Declaration.

(C) Decision Not to Reconstruct.

If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall

call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to Paragraph (A) or (B), as the case may be of this Section.

**ARTICLE VIII.
FUNDS AND ASSESSMENTS FOR
THE RANCH AT DELAWARE CREEK PROPERTY OWNERS' ASSOCIATION.**

8.01 LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) regular Assessments or charges, and (b) special Assessments for capital improvement, such Assessments to be established and collected as hereinafter provided. In addition to the foregoing, and where applicable, each such Owner is further deemed to covenant and agree to pay to the Association any Assessment benefiting a specific area owned by such Owner as provided in Section 8.10 below. The monthly and special Assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law, be a charge of the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due.

8.02 PURPOSE OF ASSESSMENTS.

The Assessments levied by the Association shall be used to maintain, preserve and operate the Association Property for the benefit of the Members, and to carry out the powers, duties and functions of the Association as set forth in Article VII of this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, and maintaining and preserving said property as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of Association Property.

8.03 PROPERTY SUBJECT TO ASSESSMENT.

The Association shall levy one (1) Assessment against each platted Lot, whether or not improved.

8.04 EXEMPT PROPERTY.

All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the Assessments created herein. However, no land or Improvements devoted to dwelling use shall be exempt from said Assessments.

8.05 ASSESSMENT PRORATED.

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

8.06 PERSONAL LIABILITIES.

Each Owner shall be personally liable for an Assessment and the same shall become a lien against each Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.07 THE RANCH AT DELAWARE CREEK MAINTENANCE FUND.

The Board shall establish a fund (“**The Ranch at Delaware Creek Maintenance Fund**”) into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject to The Ranch at Delaware Creek Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

8.08 REGULAR ANNUAL ASSESSMENTS.

Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under The Ranch at Delaware Creek Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves. Except in the case of special Assessments as provided for herein, uniform and equal Assessments sufficient to pay such estimated expenses shall then be levied. 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 Assessments in the same manner as aforesaid. All such regular assessments shall be due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board, in its sole and absolute discretion, may designate.

8.09 SPECIAL ASSESSMENTS.

In addition to the regular annual Assessments provided for above in Section 8.08, the Board may levy in any Assessment year special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto.

8.10 ASSESSMENT BENEFITING SPECIFIC AREAS.

The Association shall also have authority to levy Assessments against specific local areas and Improvements which Assessments shall be expended for the benefit of the properties so assessed. The Assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and, therefore, the amount levied against each parcel of land or Improvement need not be equal. Any such Assessment shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

8.11 COMMENCEMENT AND COLLECTION OF ASSESSMENTS.

The regular, quarterly Assessment is established from time to time by the Board per Lot and shall be due and payable during the first calendar quarter following the sale of any Lot. The Board shall thereafter fix the amount of the quarterly Assessments against each Lot at least thirty (30) days in advance of each January 2nd, April 1st, July 1st and October 1st, and shall fix the date such amounts shall become due. Notice of Assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessment against a specific Lot has been paid, and shall, on or before the 1st day of January cause to be recorded in the Office of the County Clerk of Burnet County, Texas, a list of delinquent Assessments as of that date.

8.12 NONPAYMENT: LIENS, REMEDIES OF THE ASSOCIATION.

Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such Assessment, whether regular or special, assessed against any Lot plus interest on such Assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot and the Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, or (b) foreclose said lien against the Lot, or (c) both. No Owner may waive or otherwise escape liability for any Assessment by nonuse of Association Property, or any other Common Area or by the abandonment of any Lot. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge. The enforcement and foreclosure of such liens shall be subject to the limitations and requirements set forth in the Texas Residential Property Owners Protection Act (Section 209.001 et seq of the Texas Property Code) as the same may be amended, superseded or replaced from time to time.

8.13 MORTGAGE PROTECTION.

Notwithstanding any other provision of The Ranch at Delaware Creek Restrictions, no lien created under this Article VIII or under any other article of this Declaration, nor any lien arising by reason of any breach of The Ranch at Delaware Creek Restrictions, nor the

enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first and senior priority now or hereafter made in good faith and for value. However, after the foreclosure of any such first mortgage or deed of trust, such Lot shall remain subject to The Ranch at Delaware Creek Restrictions and shall thereafter be liable for all regular and special Assessments levied by the Association.

8.14 EFFECT OF AMENDMENTS ON MORTGAGES.

No amendment of Section 8.13 of this Declaration shall affect the rights of any beneficiary whose mortgage or deed of trust has the first and senior priority as provided in Section 8.13 and who does not join in the amendment thereof, provided that such mortgage or deed of trust is recorded in the mortgage records of Burnet County, Texas, prior to the recordation of such amendment; provided however, that after foreclosure the Lot which was subject to such mortgage or deed of trust shall be subject to such amendment.

8.15 SUBORDINATION.

The lien for Assessments provided for herein shall be subordinated to the lien of any first lien mortgage. Sale or transfer of any Lot subject to unpaid Assessments shall not affect the assessment lien. However, the sale or transfer of any Lot subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot subject to Assessment from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX. DESIGN REVIEW COMMITTEE

9.01 NUMBER OF MEMBERS.

The Design Review Committee shall consist always of either three (3) or five (5) members to be appointed by the Board. The Board may reduce the number of members of the Committee to three (3) and increase it to five (5) as often as it wishes. Each member of the Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

9.02 APPOINTMENT OF MEMBERS.

The Board shall have the right to appoint and remove all members of the Design Review Committee.

9.03 ADOPTION OF RULES.

The Design Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties. The Committee Rules may provide requirements and standards with respect to any

and all matters with which the Committee is charged in this Declaration. A rule adopted by the Design Review Committee shall not be in effect until approved by the Board. The Committee may adopt procedural and substantive rules as provided herein not in conflict with this Declaration applicable to distinct areas of the Property. The design guidelines are included in their entirety as Appendix "A".

9.04. POWERS AND DUTIES OF DESIGN REVIEW COMMITTEE.

The Design Review Committee shall have all powers and duties conferred or imposed upon it by this Declaration and all inherent powers necessary or proper in the performance of its duties, as set forth in this Declaration or the Committee Rules. In addition, thereto, and without limiting the generality of the foregoing, the Design Review Committee shall have the following specific powers and duties:

- (a) To approve all Plans and Specifications for any Improvements constructed within the Property;
- (b) To review and inspect all construction or proposed construction within the Property;
- (c) To set such height elevations and setback requirements as it deems necessary or proper whether or not such limitations are contained on the face of any applicable plat;
- (d) To prescribe for any given section or area of development certain building or architectural restrictions, construction codes, methods of development, limitations on types of building materials, placement of structures, colors, standards and requirements for all aspects of construction, drainage requirements, or other similar restrictions or limitations; to review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and The Ranch at Delaware Creek generally;
- (e) To review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features;
- (f) To review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance of the Plans and Specifications with The Ranch at Delaware Creek Restrictions;
- (g) To control the spacing or orientation of all residential dwellings, buildings, garages, accessory buildings, or other Improvements of any type whatsoever,

with relation to the front and side yard orientation thereof;

- (h) To prescribe design or construction criteria for driveways, fences, walls, landscaping, or other Improvements;
- (i) To specify types, colors, quality of roofing materials to be applicable to any given area or street;
- (j) To prescribe the terms and conditions under which Association and private property may be used during construction;
- (k) To prescribe development criteria for various types of single-family developments including zero lot line development;
- (l) To require and issue written approvals as a condition for commencement of construction of any Improvement;
- (m) To prescribe and charge reasonable fees for its services;
- (n) To prescribe and charge reasonable fees for use of any Association Property that is in excess of normal use by residents; and
- (o) To prescribe and charge reasonable deposits to insure compliance with the Committee Rules.

9.05 REVIEW OF PROPOSED CONSTRUCTION.

Whenever in this Declaration or in any Supplemental Declaration the approval of the Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 9.07 and 9.08 below, prior to commencement of any construction of any Improvement in the Property, the Plans and Specifications therefor shall be submitted to the Design Review Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee 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 Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee.

The Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance or lack of compliance with the Committee Rules. The Committee shall take into consideration the compliance or lack of compliance with the Committee Rules and all matters with which it is charged in this Declaration. Any action of the Committee, including approval of Plans and Specifications and any Improvement constructed pursuant thereto, shall mean only that the proposed Improvement is satisfactory to the Committee. Such action of the Committee shall not be an

opinion, approval, warranty or representation by the Committee as to whether the Improvement will satisfy all of the requirements of this Declaration; that the Improvement will be structurally sound; that it will comply with any applicable building code; that it will be free from damage from wind, rain or flood; that it will not encroach on any easements; or that it will not divert surface water in a manner not allowed by law.

9.06 MEETINGS OF THE COMMITTEE.

The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.10 herein below. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

9.07 NO WAIVER OF FUTURE APPROVALS.

The approval or consent of the Design Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

9.08 INSPECTION OF WORK; NONCOMPLIANCE.

The Committee may inspect all work in progress and any completed Improvement. If the Committee determines the work or Improvement does not comply with The Ranch at Delaware Creek Restrictions, the Committee shall give notice of any noncompliance to the Owner specifying in reasonable detail the particulars of the noncompliance. No work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should ultimately find that noncompliance exists. If the Owner denies that such noncompliance exists, the Board shall conduct a hearing in accordance with the requirements of the Texas Residential Property Owners Protection Act, as it may be amended, superseded or replaced from time to time, at which hearing it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Assessment against such Owner and the Improvement in question and the Lot upon which the same is situated for reimbursement and the same shall constitute a lien upon such Lot and Improvement and be enforced as provided in this Declaration.

9.09 NON-LIABILITY OF COMMITTEE MEMBERS.

Neither the Design Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of their being in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be

9.10 VARIANCES.

The Design Review Committee may grant variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, or of any plat, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration, or any plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration, or of any plat for any purpose except as to the particular property and in the particular instance covered by the variance.

**ARTICLE X.
MISCELLANEOUS**

10.01 TERMS.

This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2036, unless amended as herein provided. After December 31, 2036, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property and recorded in the appropriate records in the Office of the Clerk of Burnet County, Texas.

10.02 AMENDMENT.

This Declaration may be amended as follows:

This Declaration may be amended by the recording in the Office of the County Clerk of Burnet County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Board, setting forth the amendment and certifying that such amendment has

been approved by at least 67% of the number of votes entitled to be cast pursuant to Section 6.03. Any Owner may indicate such Owner's approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.

10.03 UTILITY EASEMENTS.

The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement" or such other areas as may be deemed by the Declarant to be necessary, sewer and other pipe-lines, conduits, wires and any public utility function beneath the surface of the ground, or above the surface with the approval of the Design Review Committee, with the right of access to the same at any time for the purposes of repair and maintenance.

- (a) Street light poles or standards may be served by underground cable, and elsewhere throughout the Property, all supply lines shall be located underground. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- (b) Underground service cable to all houses which may be located on all Lots in said addition may be run from the most convenient service pedestal or transformer to the point of usage determined by the location and each said Lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said Lot, covering a five-foot (5') strip extending two and one-half feet (2.5') on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easements shown on any plat for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- (d) The Owner of each Lot shall be responsible for the protection of the underground electric facilities located on his Lot and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The utility company will be responsible for ordinary maintenance of underground electric facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.
- (e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the Owner of each Lot agrees to be bound hereby.

10.04 NOTICES.

Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either in person or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such Person to the Association.

10.05 INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Subdivision as set forth in The Ranch at Delaware Creek Restrictions. This Declaration shall be construed and governed under the laws of the State of Texas.

10.06 CONSTRUCTION ACTIVITIES.

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner, including Declarant, upon the Property; provided that when completed, such Improvements shall in all respects conform to this Declaration. 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, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; is in compliance with the provisions of this Declaration; and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions, including but not limited to any provision prohibiting temporary structures, may be granted by the Design Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

10.07 ENFORCEMENT AND NON-WAIVER.

(A) Right of Enforcement.

Except as otherwise provided herein, any Owner at his own expense, and the Board shall have the right to enforce all of the provisions of The Ranch at Delaware Creek Restrictions against any Lot within the Property and the Owners thereof. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the Lot (or other interest) of the Owner seeking enforcement or the Lot (or other interest) whereon or with respect to which a violation of

such provisions is alleged, is initially set forth on Exhibit "A" or is hereafter subjected to this Declaration pursuant to Article II above.

(B) Violation Nuisance.

Every act or omission whereby any provision of The Ranch at Delaware Creek Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at his own expense) or the Board. However, only the Board and its duly authorized agents may enforce by self-help any of the provisions of The Ranch at Delaware Creek Restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question and after compliance with the requirements of the Texas Residential Property Owners Protection Act, as the same may be amended, superseded or replaced from time to time.

(C) Violation of Laws.

Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth in The Ranch at Delaware Creek Restrictions.

(D) Nonwaiver.

The failure to enforce any provision of The Ranch at Delaware Creek Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said The Ranch at Delaware Creek Restrictions.

(E) Lien.

The Association shall have the right, when appropriate in its judgment and in compliance with all applicable laws, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration.

10.08 CONSTRUCTION.

(A) Restrictions Severable.

The provisions of this Declaration and any other of The Ranch at Delaware Creek Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions.

(B) Singular Includes Plural.

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 and neuter.

(C) Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

EXHIBIT "A"

Approximately 156.06 acres out of the 299.86 acres of land described in Warranty Deed with Vendor's Lien dated April 4, 2002 from Sallie Laura Dishman Burleson and husband, Mike Burleson to Black Wolf Partners, Ltd., recorded in Volume 1055, Page 460, of the Official Public Records of Burnet County, Texas; said **156.06 acres** being identified as R-1 single family lots on the attached depiction of the preliminary plat of The Ranch at Delaware Creek.

*Attached is the Final Plat of Phase 1-A of the Ranch at Delaware Creek (2 pages)

*Attached is the Preliminary Plat of Phase 3, 11.35 acres out of the Susano Hernandez Survey No. 40, Abstract No. 398, City of Burnet, Burnet County

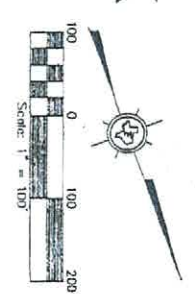
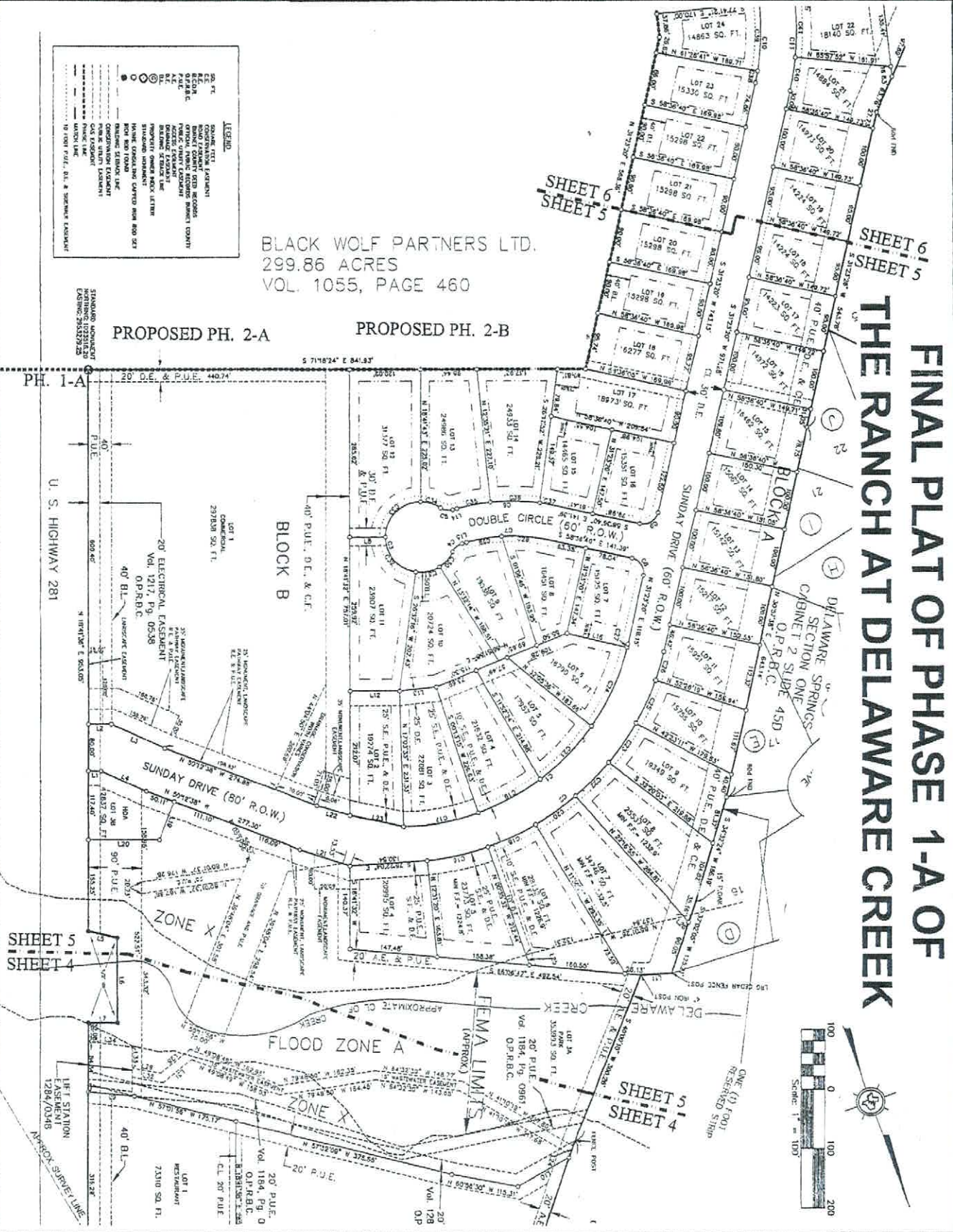
FINAL PLAT OF PHASE 1-A OF THE RANCH AT DELAWARE CREEK

LEGEND	
(Symbol)	20' P.L.
(Symbol)	30' P.L.
(Symbol)	40' P.L.
(Symbol)	50' P.L.
(Symbol)	60' P.L.
(Symbol)	70' P.L.
(Symbol)	80' P.L.
(Symbol)	90' P.L.
(Symbol)	100' P.L.
(Symbol)	120' P.L.
(Symbol)	150' P.L.
(Symbol)	200' P.L.
(Symbol)	300' P.L.
(Symbol)	400' P.L.
(Symbol)	500' P.L.
(Symbol)	600' P.L.
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(Symbol)	70000' P.L.
(Symbol)	80000' P.L.
(Symbol)	90000' P.L.
(Symbol)	100000' P.L.

BLACK WOLF PARTNERS LTD.
299.86 ACRES
VOL. 1055, PAGE 460

PROPOSED PH. 2-A

PROPOSED PH. 2-B



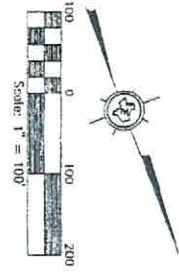
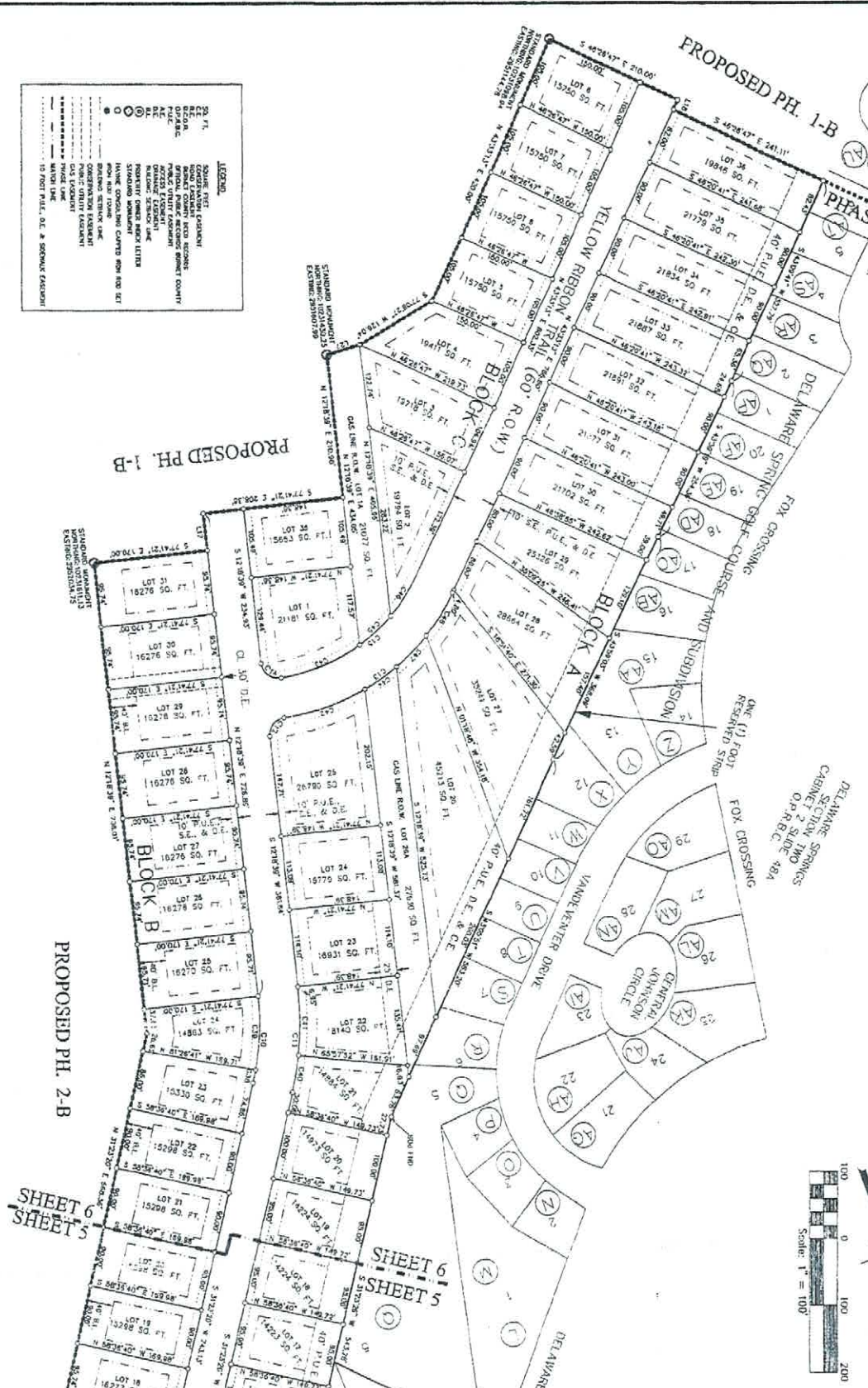
SHEET NO. 5 OF 6	FINAL PLAT OF PHASE 1-A OF THE RANCH AT DELAWARE CREEK		DATE: 12/27/2024	REV. BY: GAA	BY: GAA	DESIGNED BY: K.H.
			DATE: 07/15/2024	REV. BY: GAA	BY: GAA	FIELD NOTE NO.
			SCALE: 1"=100'	FIELD NO. 544-293		

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1310 Providence Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463

FINAL PLAT OF PHASE 1-A OF THE RANCH AT DELAWARE CREEK

LEGEND

- PLAT
- ZONING MAP
- SUBDIVISION
- LOT
- ROAD
- RAILROAD
- AIRPORT
- UNIVERSITY
- PARK
- INDUSTRIAL
- COMMERCIAL
- RESIDENTIAL
- AGRICULTURAL
- OTHER

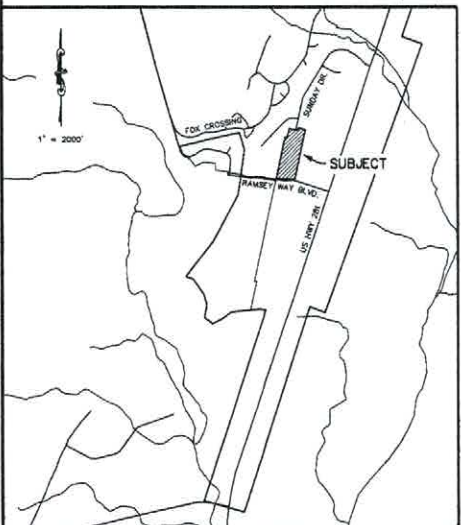
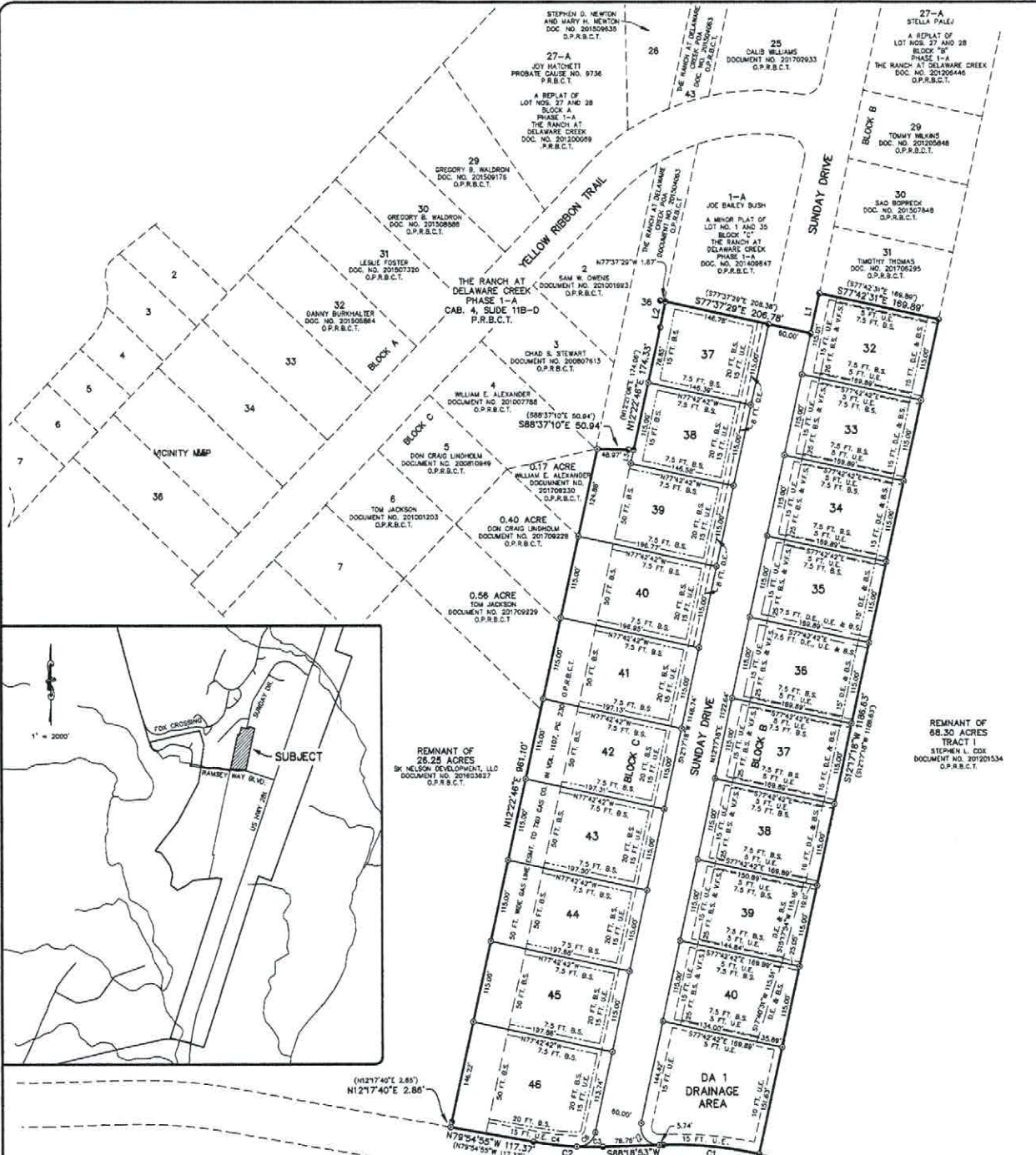


<p>SHEET NO. 6 OF 6</p>	<p>FINAL PLAT OF PHASE 1-A OF THE RANCH AT DELAWARE CREEK</p>	DATE	BY	CHECKED BY
		12/23/2005	C.A.K.	R.H.
		DRAWN BY	C.A.K.	FIELD NO.
		SCALE	1" = 100'	FIELD DATE
		JOB NO.	548-053	FIELD NO.
		FILE NAME: Delcreek_ranch1-A-B-Improvement Plat.dwg/0548053.dwg		
<p> HAYNIE CONSULTING, INC. Civil Engineers and Land Surveyors 1210 President Lane Round Rock, Texas 78664-3176 Ph: 512-637-2446 Fax: 512-637-9482</p>				



- LEGEND:
- ⊙ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED BY NELSON 35-2-2602
 - ⊙ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED RPLS 4452
 - ⊙ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED WAYNE CONSULTING
 - ⊙ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED CULPIN
 - ⊙ 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED RPLS 1877
 - ⊙ 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP STAMPED CULPIN
- DOC. NO. DOCUMENT NUMBER
 D.E. DRAINAGE EASEMENT
 U.E. UTILITY EASEMENT
 B.S. BUILDING SETBACK
 P.R.B.C.T. PLAT RECORDS BURNET COUNTY TEXAS
 O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BURNET COUNTY TEXAS
 () RECORD INFORMATION

Tag	Trunk Dia.	Tree Type
100	12"	LIVE OAK
101	8"	LIVE OAK
102	18"	LIVE OAK
103	9"	ELM
104	8"	ELM
110	18"	LIVE OAK
111	18"	LIVE OAK
112	8"	LIVE OAK
113	8"	LIVE OAK
114	8"	LIVE OAK
115	12"	ELM
116	14"	LIVE OAK
117	10"	ELM
118	10"	ELM
120	10"	ELM
121	10"	ELM
122	8"	ELM
123	10"	ELM
124	12"	ELM
125	8"	ELM
126	8"	ELM
127	10"	ELM
128	10"	ELM
129	10"	ELM
130	14"	ELM
142	24"	LIVE OAK
143	18"	ELM
144	14"	ELM
145	8"	ELM
146	12"	ELM
147	8"	ELM
148	8"	ELM
149	10"	ELM
150	14"	ELM
151	14"	ELM
152	12"	ELM
159	8"	ELM
160	12"	ELM
161	8"	ELM
163	14"	ELM
169	8"	ELM
170	10"	ELM
171	14"	ELM
172	14"	ELM
186	8"	ELM
187	8"	ELM
188	12"	ELM



LINE	BEARING	DISTANCE
L1	N121°17'18"	66.78'
L2	N11°29'14"E	36.38'
L3	N12°22'46"E	19.52'

LINE	BEARING	DISTANCE
L1	N12°22'46"E	66.78'
L2	N11°29'14"E	36.38'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	14°32'48"	530.00'	134.56'	N84°24'43" W	134.20'
C2	11°46'12"	470.00'	96.55'	S85°48'01" E	96.35'
C3	4°25'00"	470.00'	36.23'	S89°28'37" E	36.22'
C4	7°21'11"	470.00'	60.32'	S83°35'31" E	60.28'
C5	103°58'26"	25.00'	45.37'	S39°41'54" E	39.39'
C6	80°26'35"	25.00'	35.10'	N52°30'35" E	32.29'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	14°32'48"	530.00'	134.56'	N84°24'43" W	134.20'
C2	11°46'12"	470.00'	96.55'	S85°48'01" E	96.35'

STATE OF TEXAS
 COUNTY OF BURNET:

THE ATTACHED PRELIMINARY PLAT OF "THE RANCH AT DELAWARE CREEK, PHASE THREE" HAS BEEN SUBMITTED TO AND

APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE _____ DAY OF _____ 2017.

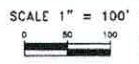
THIS PRELIMINARY PLAT SHALL NOT BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BURNET COUNTY, TEXAS.

MARK LEWIS, DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES, CITY OF BURNET, TEXAS.

DEVELOPER:
 SK NELSON DEVELOPMENT
 110 ALEXANDER AVE
 BURNET, TX 78611
 830-613-7983

ENGINEER:
 WILLIAM H. ENGINEERING
 1001 BUCHANAN DRIVE
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 BURNET, TEXAS 78611
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1500 OLLIE LANE
 MARBLE FALLS, TX. 78654
 PH: 512-388-3300 / 830-693-8815
 WWW.CUPLD-ASSOCIATES.COM



DATE	DESCRIPTION

A PRELIMINARY PLAT OF
 THE RANCH AT DELAWARE CREEK
 PHASE THREE
 11.35 ACRES
 OUT OF THE
 SUSANO HERNANDEZ SURVEY NO. 40
 ABSTRACT NO. 398
 CITY OF BURNET
 BURNET COUNTY, TEXAS

Appendix “A”

*DESIGN RESTRICTIONS &
GUIDELINES FOR THE
RANCH AT DELAWARE
CREEK*

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1. INTRODUCTION

The Ranch at Delaware Creek is thoroughly planned as a private residential community to realize the extraordinary potential of this special property in the magnificent Texas Hill Country. The intent of these Design Guidelines is to maintain a high level of design quality, compatibility and appropriateness for the community. This document describes the architectural intentions for this community.

These guidelines are being promulgated and will be enforced by The Ranch at Delaware Creek Property Owners' Association, Inc. (the "P.O.A."). The Design Guidelines are administered by the Design Review Committee and enforced by the Board of Directors. This Committee is empowered to act by virtue of the recorded deed restrictions which are part of the rights and responsibilities of ownership in The Ranch at Delaware Creek. The Committee shall consist of no less than three (3) members. Three members constitute a quorum. Matters of judgment on what is appropriate or inappropriate or excessive will be decided by the Design Review Committee. The Design Guidelines are binding upon all persons who construct, refinish, or alter any part of the exterior of a building or make other improvements upon, under or above any property, make any change in the existing surface contour or drainage, or install any utility line thereon or there over. The objective of the Design Guidelines and the Design Review Committee is to avoid harsh contrasts between the natural landscape and anything built upon it, to encourage good design related to this culture and climate, and to develop a harmony between buildings and the site.

The deed restrictions applicable to The Ranch at Delaware Creek include the Master Declaration of Covenants, Conditions and Restrictions for The Ranch at Delaware Creek, filed in the Real Property Records of Burnet County, Texas, including any amendments thereto (the "Deed Restrictions").

2. THE DESIGN REVIEW PROCESS AT THE RANCH AT DELAWARE CREEK

The following series of steps for reviews and approvals must be followed as you plan and build your residence.

2.1 GET TO KNOW YOUR SITE AND THE MASTER PLAN FOR THE RANCH AT DELAWARE CREEK

A residence in The Ranch at Delaware Creek should reflect the philosophy and vision of the community projecting a classic central Texas style with ranch, Tuscan and Spanish influences. Acquaint yourself with these Guidelines and the other documents mentioned in the introduction which regulate the development to assist in protecting values for every homeowner.

2.2 CHOOSE AN ARCHITECT OR AN ARCHITECT-BUILDER

A licensed architect must design your home. The quality of design in the community will be increased by the specialized design skills and attention to detail which the architect will bring to your project. Be sure that your architect is familiar with the Design Guidelines, the review process described herein, and the following:

1. The Deed Restrictions
2. The Uniform Building Code and all other applicable codes and ordinances of governmental jurisdictions. (Approval by the Design Review Committee does not constitute or imply compliance with such codes and ordinances.)

2.3 PRE-DESIGN MEETING WITH DESIGN REVIEW COMMITTEE

Prior to beginning work on the design of your house, you and your architect or architect-builder are required to meet with the Design Review Committee to discuss your particular site and to identify any special design concerns.

2.4 PRELIMINARY DESIGN REVIEW

After the pre-design meeting described above, owners will submit their preliminary plans to the Design Review Committee for review. The purpose of this is to ensure that your design conforms to these Design Guidelines.

The Design Review submittal shall include one full size complete set, an electronic file of same and an 8 1/2 x 11 pdf copy of the following:

1. Proposed site plan presented at a minimum scale of 1" = 10'- 0" indicating property lines, existing and proposed contour lines at 2'- 0" intervals, locations of all trees larger than 4" caliper, building location, driveway and parking areas, easements, utilities, utility meter locations, air conditioning compressor locations and any accessory site development of any kind such as walls, swimming pools, or accessory buildings. Required setbacks must be indicated.
2. Proposed floor plans, all exterior elevations, and both longitudinal and cross building sections showing existing and proposed contours, all at a minimum scale of 1/4" = 1'- 0".
3. An actual site stake-out of the building corners, by a certified surveyor with connecting colored tape to show building outline, driveways and other improvements. In determining the proper location for each improvement, the Design Review Board shall consider the location of existing and future improvements on adjacent sites and such other aesthetic considerations as may be deemed necessary.
4. A statement of the square footage of the proposed building, of the building lot coverage and of the total of all impervious cover.
5. Homes will have living areas (exclusive of open porches & garages) not less than 2,200 sq./ft. for a single-story structure and not less than 2,500 sq./ft. for a two-story structure. The first floor of a two-story structure must contain no less than 80% of the total interior volume of the structure unless specifically approved by the design Review Board.

The use of a landscape architect or service is encouraged to help the owner; architect and/or builder identify the critical elements of the site. These elements should appear on the schematic site plan.

The Design Review Committee will review the Design Review submittal in detail for compliance with the technical requirements and the intent of the Design Guidelines and provide a response within two to three weeks. Modifications to the Design Guidelines may be approved in certain instances; that will be the exception rather than the rule. The logic behind a requested variance should be carefully documented.

The owner submitting plans for approval to the Design Review Committee is responsible for the verification and accuracy of all material submitted to the Committee including all dimensions, elevations, and the location of the key features of the natural terrain. Each owner through his architect or builder shall certify to the accuracy thereof before the Design Review Committee will undertake the review.

2.5 FINAL DESIGN REVIEW

The final step in the review process is the Final Design Review. One complete set and pdf copy of corrected drawings and stakeout requirements of the Preliminary Design Review are required to be updated and presented in appropriate detail for the Final Design Review. Additionally, all dimensions of rooms, exterior doors and windows, heights of all roofs, chimneys, exterior walls and fences shall be shown. All exterior elevations shall include a description of materials and scale indications along with sufficient detail to represent the visual expression of the building and its architectural detail.

A sample board or representative color pictures shall be provided which will be reviewed and retained by the Design Review Committee. Samples shall be identified with manufacturer's name, color and or number. This board shall include:

1. Roof material and color
2. Wall material (s) and color(s)
3. Exterior trim material(s) and color(s)
4. Chimney material and color
5. Window trim color
6. Exterior door color(s)
7. Stone or rock to be used and mortar specification.

The construction schedule shall be included.

Within sixty days after approval for construction, a proposed landscape plan shall be submitted. This plan shall be drawn at a minimum scale of 1" = 10'- 0" and shall include proposed plant material (name and size), existing plant material (name and size) decks, fencing, pavements, service yards, driveways, any freestanding structures, outdoor lighting, and irrigation systems. Exterior mechanical equipment and all utility connections, entry panels, and meters shall be shown on the plans and shall be located so as to be as unobtrusive as reasonably possible from the street and the neighbors.

At the Design Review, a Deposit for Compliance Fee, of **\$2,000.00** shall be included.

This fee will be refunded upon the satisfactory completion, within 1 year from approval. **This fee may be reduced to \$150.00 for Preferred Builders (previous satisfactory completion of homes in this POA).**

The Final Design Review documents are to be submitted to the Committee at least one week prior to a scheduled Committee meeting. If, after visiting the proposed building location and reviewing the plans, the Design Review Board determines that the documents are in order, a written approval will be issued.

2.6 BUILDING PERMITS

Prior to beginning construction, the Design Review Committee will issue a building permit, additionally all required building permits must be obtained by the owner from the appropriate governmental agencies. Copy of each permit must be filed with Design Review Committee.

2.7 BUILDING LAYOUT AND SITE SURVEY

Prior to pouring the foundation, a survey prepared by a registered surveyor is required and must be placed on file with the Design Review Committee, identifying all property lines and the proposed locations of the building outline, the driveway, and structures located on adjoining properties.

2.8 INSPECTIONS

ONLY during construction, the Design Review Committee or another representative or agent of the Committee or the P.O.A. may make inspections. It is the responsibility of the homeowner or builder to have third party inspections to ensure that construction conforms to plans.

2.9 CHANGES

No changes in the plans or materials approved by the Design Review Committee may be undertaken without the Committee's prior approval. No work shall be undertaken, other than routine maintenance, which will result in changes, visible or apparent, to the exterior appearance or floor plan without prior written approval of the Committee.

2.10 COMPLETION OF PROJECT REVIEW

To ensure that the residence is constructed in accordance with the approved Final Design, a Completion of Project Review is required. The homeowner shall inform the Design Review Board immediately after all other inspections have been completed. The Design Review Board will respond within one week of receipt of such notice with the Completion of Project Review and will issue a notice determining that requirements have been met.

Upon completion and /or occupancy the Compliance Fee shall be returned less any charges incurred for failure to comply with the Final Design Submission and /or the

Construction Regulations.

2.11 THE DESIGN REVIEW COMMITTEE LIABILITY

Neither the Design Review Committee nor any affiliated persons or entities or their respective successors or assigns, shall be liable in damages to anyone submitting plans or other materials to them for approval or to any owner by reason of mistake in judgment, negligence or failure to approve any plans or other materials. Every owner or other person who submits plans to the Design Review Committee for approval agrees, by submission of such plans or other materials, that he will not, and waives any right to bring any action or suit against the Committee for any purpose.

These Design Guidelines may be enforced by the Design Review Committee and/or the P.O.A. Board as provided herein and in the Declaration.

The Design Review Committee shall have the right to amend and modify these Design Guidelines at any time in its sole discretion which amendments and modifications will be binding on and enforceable against all owners.

3.0 SITE DESIGN GUIDELINES

To help owners, architects and builders design and build residences that are compatible with the intentions of The Ranch at Delaware Creek, a number of guidelines have been prepared for site design, architecture, and landscape design. Certain provisions may be modified by the Design Review Board when an owner, architect or builder can show that the basic intent of the Guidelines will not be adversely affected by the modification requested.

3.1 BUILDING ENVELOPE, ORIENTATION, SETBACKS, AND HEIGHTS

Site location of each building is of critical importance to the design success of the individual homes and of the entire neighborhood. Topography affects the views from your home and from your neighbors to the side and above you. Side yard setbacks and staggering of homes on adjacent home sites will provide extra privacy and a sense of separateness.

Because no two home sites are exactly alike and many orientations are involved, the Committee will review each plan for a dwelling and other improvements in relation to the specific characteristics of the particular home site and its surroundings. Characteristics such as topography, adjoining home sites and natural features, or open spaces may require special consideration. The Committee will review each plan for dwellings to be located on home sites adjacent to such features for appropriateness and consider exceptions that would benefit the neighborhood and the dwelling.

Except as permitted by the Design Review Committee, or as shown on any plat of the Subdivision, the building setbacks for each lot shall be as follows:

- (i) the minimum side yard building setback shall be ten feet (**10ft**) from each side

lot line not abutting a public right-of-way;

- (ii) the minimum side yard building setback shall be twenty-five feet (25') from each side lot line abutting a public right-of-way;
- (iii) the minimum rear yard building setback shall be twenty feet (20') from the lot line; and,
- (iv) the minimum front yard building setback shall be twenty-five feet (25') from the lot line at the public right-of-way, street or road on which the lot is located.

Measurements for yards will be made from the outer extremity of a dwelling, garage or other structural Improvement that is located or to be located on the lot. All measurements shall be made from the closest point on a building or structural Improvement, excluding overhangs, gables, chimneys, or other portions of the building or structural Improvement being affected by such measurements.

Notwithstanding the foregoing, all dwellings, garages and other structural Improvements situated on a corner lot shall maintain a minimum front yard set-back from the public street or road right-of-way of not less than twenty-five feet (25') and a minimum side yard setback from the right-of-way of the public street or road on the side of the lot of not less than twenty-five feet (25') unless lesser distances are approved by the Design Review Committee. The Committee shall determine the facing direction of all such dwellings, garages and other structural improvements, and its decision upon such matters shall be final.

Building height measured at the roof peak or ridge may not exceed 35' as described in Section 4.3 above the finished grade. In addition, the eave line may not exceed 22' above the finished grade from which it is measured. See Section 4.6, on roofs and the need for low wall heights, which suggests hip roofs with low eaves and no wide gables facing the street. Chimneys, railings, and such appurtenances may exceed these limits. Lowest eave height must be 9' from bottom of eave to top of foundation. Design Review Committee may require placement of a height pole for use in visually determining heights.

Low eave height to be no less than 9ft from top of foundation.

3.2 DRIVEWAYS AND PARKING

Driveways shall be a **minimum** of 15ft wide and constructed of masonry pavers, textured or salt finished concrete or of material approved by the Committee. Generally, no more than one driveway and curb cut per residence will be approved although circular driveway plans may be submitted for consideration. Extension for parking spaces shall be within the building envelope (i.e., the area outside prescribed setbacks) and screened from the street and from neighbors. Boats, trailers, and campers (truck mounted or not) must be contained in a garage compatible with the dwelling. Motor homes may not be stored on site, unless in an enclosed garage.

Only one driveway entrance will be permitted for each Lot unless approved by the Design Review Committee and the City. Subject to the approval of the Committee, freestanding site

walls, planters or gate posts may be allowed at the driveway entrance to the street. No driveway entrance feature or other front yard fence may be constructed within the front twenty-five feet (25') of the Lot.

Driveways shall be constructed of any of the following approved hard surface materials: asphalt with masonry or concrete ribbon curbing, embossed or stained concrete, (utilizing integral coloring), colored concrete, flagstone, or appropriately colored interlocking concrete pavers. Feature strips of separate materials and special aggregates in exposed aggregate concrete will be reviewed on a case-by-case basis. Natural driveways of loose granite or other materials are not permitted. Piping beneath driveways for drainage must be buried at appropriate depths and concealed. Each residential Lot shall be required to provide a "turn-around" on the Lot to allow vehicles to exit the Lot on to the street without backing.

3.3 GARAGES

The primary residential dwelling shall include an attached garage for not less than two (2) cars with a minimum interior width and length in size of twenty-one feet ten inches (21' 10"). The surface of the garage door must be a minimum of 24-gauge metal of non-reflective material or wood materials compatible with the residential structure and of the same color or stain as the trim on the residential structure. Garage doors must have electric openers. All garage doors must remain closed when garages are not in use. All garages shall open to the side or rear of the Lot and shall not face or open onto any street adjacent to the Lot unless a side or rear entry garage is unduly limited by setbacks as may be determined by the Design Review Committee. No carports shall be erected or permitted on any Lot without the express approval of the Committee.

3.4 FENCES AND WALLS

There are many places where fences and walls can be used to provide a sense of enclosure, security and privacy, as well as gracing the landscape of the individual house and the street-scape. Walls and fences must be architecturally compatible, that is integrated into the design of the dwelling rather than simply used to demark a property line. Materials of walls shall be the same as the dwelling. Chain link and livestock wire fencing is not allowed. All walls and fences shall have landscaping to the exterior to screen or soften the visual effect of the fence or wall. All fences at rear of property shall be from property line to property line.

3.5 MAINTENANCE OF NATURAL LANDSCAPE

Site improvements must be designed in such a way that the natural vegetation is maintained and enhanced with new compatible materials. Grading is discussed in Section 3.11.

3.6 SWIMMING POOLS AND TENNIS COURTS

Swimming pools shall be below grade, or a balanced cut and fill, and shall be designed to be compatible with the site and dwelling. Adequate screening, security, and

maintenance shall be provided. Fencing or walls around the pool shall be permitted as described in Section 3.6 above and integrated into the design of the dwelling and site. Fences must meet all governmental regulations for safety. The initial or subsequent installation of a pool, hot tub, play-scape, tennis or other sports court, playhouses or other such improvements shall require prior approval by the Design Review Committee. Above ground pools are prohibited.

3.7 ADDRESS SIGNS AND MAILBOXES

Tasteful and appropriate address signage is required. Mail delivery will be to community mailboxes unless ADA Requirements dictate delivery to the home. This home delivery MUST be arranged with the local Post Office.

3.8 EXTERIOR LIGHTING

Exterior lighting is to be kept to a minimum, but consistent with good security practices. No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Indirect sources and horizontal cut-off fixtures are recommended to reduce glare and provide general ambient light. Use of other than white or color corrected high intensity lamps as exterior lights will not be allowed. Final approval of the proposed illumination plan is required by the Design Review Committee at the Final Design Review submittal and is part of the landscape plan submittal mentioned in Section 2.5 above and Chapter 5 below.

3.9 GRADING, NATURAL DRAINAGE AND WATER RETENTION

All improvements and landscaping shall be placed on the lot so that the existing topography is disturbed as little as possible. All lots shall be finish graded to prevent ponding of water and surface drainage detrimental to adjacent properties. Drainage shall generally be away from the structures. Newly graded areas shall be protected against erosion by appropriate retention fences or permanent erosion controls. Home site owners and builders are required to minimize disruption from grading and, when possible, to use existing natural drainage paths. Location of topsoil stockpiles and excess material disposal areas are subject to Board approval. The final site plan shall be prepared to conform to the master drainage plan and shall reflect both existing and proposed topographic contours. Finish grades shall allow for topsoil. No excavations except as necessary for the construction of dwellings or improvements shall be permitted on any home site. All excavations shall be retained by masonry walls compatible to home materials. Culverts, if required, shall be faced with stone and must be expressly approved in writing by the Design Review Committee and installed by owner.

3.10 EASEMENTS

Easements are located at various points for installation and maintenance of utilities and drainage facilities. These, in addition to others, are reserved as shown on the recorded plat. Within these easements no grading, structure, planting or other material shall be permitted which may damage or interfere with the installation and maintenance of utilities or drainage, or which may change direction of flow or obstruct the flow of water in and

through drainage channels in easements. The easement within an owner's property shall be maintained by the owner.

3. DESIGN GUIDELINES

The intent of these Design Guidelines is to provide a high level of design quality, compatibility and appropriateness for what will be built.

4.1 ARCHITECTURAL DESIGN CONCEPTS

Classic Texas Hill Country architecture typically involves masonry buildings with clay, slate or metal roofs, broad overhanging eaves and covered porches. Each of these elements would exhibit a range of volumes, spaces, textures and materials which characterized a unique response to locale and construction techniques fusing old world traditions with local necessity. This practice continues today.

Following these principles, the design for dwellings at The Ranch at Delaware Creek will emphasize development that is planned to harmonize, blend and compliment, rather than dominate the natural environment. The intention is to create a harmonious collection of individual residences with designs that are compatible with each other and the site.

4.2 Building Height, MINIMUM SQUARE FOOTAGE, Massing and Scale

The living area of the main residential structure located on any Lot exclusive of open porches and garages shall not be less than 2,200 square feet for a single-story residential structure and not less than 2,500 square feet for a two-story residential structure. The first floor of a two-story residential structure must contain at least eighty percent (80%) of the total square feet of the structure unless otherwise approved by the Design Review Committee based on the architectural design or other features of the elevation of the residence resulting in a similar non-two story block structure visual effect, the topography of the Lot, the position of the residence on the lot in relation to the street, or such other factors as the Committee may determine appropriate.

No residence shall stand so apart in its design or construction so as to detract from the overall environment. Any residence which appears excessive in height will not be approved. Residences shall alter, as little as possible, the site from its original condition.

Buildings should be nestled into the land, remaining low, so as to be part of the site rather than perched on it, avoiding unnecessary height. The building and other improvements should step down slopes, using split and multilevel floor plans and masses whenever possible, to follow existing contours, and achieve a balance of cut and fill so that when construction is finished, the earth around the residence should be as near as possible to the original contours.

4.2.1 *The building height measured at the roof peak or ridge should not exceed 35' above the finish grade at the point on the finish surface of the home site directly below the roof peak or ridge.*

4.2.2 *This provision is included to discourage excessively large two-story massing*

and to encourage the breakdown of volumes more appropriate to the Texas Hill Country. In addition, the eave line may not exceed 22' above the finish grade at the point on the finish surface of the home site directly below the eave.

4.2.3 See Section 4.6 which suggests low wall heights with hip roofs and low eave lines to minimize the exposed wall.

4.3 MASONRY REQUIREMENTS -Walls and Massing

In The Ranch at Delaware Creek, masonry, including stone and stucco varying in scale, technique, detail and texture shall comprise the dominant building material. Stone laying techniques include informal rubble, uncoursed, roughly squared, or randomly coursed ashlar, running bond, and combinations and variations. Preferred masonry details include segmental arched lintels, one-piece stone lintels, sloped stone sills, and highly finished decorative surrounds for windows and other openings.

The stone, characteristically a warm, soft, creamy beige limestone called variously Austin white, Fredericksburg, Cordova crème, or Florence stone is synonymous with the image of the Hill Country. Stucco finish colors may be similar or contrasting. See Section 4.11.

Generally, the mortar should match the masonry by using trinity white cement with warm local sand rather than gray Portland cement making the wall more uniform in appearance than with gray mortar.

In massing, a large building mass can be reduced in scale by articulating it into smaller parts. Separate stone volumes can be joined by a continuous roof to create a composition of volumes covering connecting outdoor spaces, dog trots or dog runs, verandas, loggias, or arcades creating a complex of spaces in one building. The effect is that of a dwelling growing over time and giving a sense of place and time to the community.

All residences, whether located on interior or corner Lots, shall have a minimum of 100% of stone or masonry construction. For the purpose of this Declaration, stucco (as defined below) shall be considered as within the definition of masonry. The exposed exterior of foundations in excess of twenty-four (24) inches above finished grade must be constructed of or covered by masonry materials so that no more than twenty-four (24) inches of an unfinished or uncovered exterior of the foundation may be exposed above finished grade. In computing said percentage, (i) gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry use, and (iii) masonry requirements for detached garages shall be computed separately from the residence.

“Stucco” shall mean and refer to a building material used for exterior wall finishing made of cement, sand and lime and applied in a plastic state over a wire or wood lath to form a hard covering which is also referred to as traditional stucco. Stucco as defined herein and used in this Declaration shall *not* include exterior insulation and finish systems (EIFS) or synthetic stucco including, but not limited to, consisting of polymer-based systems or polymer

modified mineral based systems.

Exterior walls shall be 100% masonry. Wood siding may be used under porch overhangs, in small recesses, or at the discretion of the Design Review Board. A variance to reduce this to a min. of 80% will be considered.

4.4 ORIENTATION AND SHADE GUIDELINES

Generally, all windows and most walls should have a minimum of an 18" overhang on east, west, and south facing walls. An exception is allowed for windows under four square feet which are recessed at least 12" from the face of the wall. Awnings, "flaps," trellises, and other shading devices are encouraged.

4.5 ROOFS

Generally, hip roofs at a slope of 6 in 12 and rarely more than 12 in 12 should be used to provide broad eaves and porches to handle the heat of the Texas summer. Lesser pitches occur only when attached as extensions to a roof of 6 in 12 or greater slope. The principle roof form can exist in many permutations, ideally a hip whose ridge runs southwest to northeast, thus facing southeast to catch the prevailing breezes in the Hill Country.

Gable or hip roof forms can intersect to create "L"s with telescoping additions sheltering semi- enclosed courtyard spaces. The hip roof often features an extended ridge beam which allows the placement of ventilating louvers at each end before transitioning to the hip. This roof form provides for additional ventilation, allowing heat to escape and through convection which draws air through the building. Low pitched shed roofs as parts of additions or flanking wings can extend a primary roof, and occasionally occur behind a finished parapet wall, thus allowing a façade of a building to appear roofless.

Roofing materials used on residential structures must be (i) a dimensional shingle of asphalt or composition rated at least 240 pounds per square or for not less than a twenty-five (25) year warranty; or (ii) any materials approved in writing by the Design Review Committee; provided that the Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other Improvements within the Property. Generally, roof materials should be limited to standing seam metal in medium colors and values, terra cotta tiles, slate or asbestos shingle from approved samples.

Dormers can be useful in bringing light to roof spaces and allow low eave lines. Chimneys shall conform to requirements for smoke emission and wind conditions and include decorative chimney caps.

4.6 PORCHES, VERANDAS, AND BALCONIES

Usually constructed of wood, a whole subsystem of architectural elements and details can be added to enrich the basic masonry volumes, and to provide shade in response to climate and function. Informally dressed wood columns with chamfered edges, resting on stone plinth blocks and flagstone paving constitute the typical covered porch or veranda,

although stone or wood decking is also used.

4.7 INAPPROPRIATE ARCHITECTURAL ELEMENTS

- Synthetic roof materials which seek to replicate slate, shakes or tiles
- Diagonal siding, plywood siding such as “texture one eleven, ”
- All brick, Masonite or other synthetic wall materials,
- Bright colored roof surfaces,
- Non-native stone or stone which appears glued-on,
- Excessive over scaled arched openings, mirrored glass,
- Exposed foundation walls,
- Tall, massive elevations
- Stove pipe chimneys,
- Random roof penetrations, vents or skylights facing the street, white or bubble skylights,
- Large unscreened visible parking areas,
- Vivid inappropriate colors, non-earth tone colors,
- Massive unarticulated building volume or unbroken horizontal masses in excess of 24’
- Imported or exotic styles which have not been adequately modified for the Hill Country
- Eave heights less than 9’ 0”—from top of foundation to bottom of eave

4.8 APPROPRIATE ARCHITECTURAL ELEMENTS

- Shade on wall surfaces and windows. Care shall be taken to minimize direct solar gain. Utilize thermal massing techniques, and masonry construction to provide shade.
- The arrangement of openings and outdoor spaces shall respond to the intentions of these guidelines to design dwellings which utilize responsible energy considerations in the siting of the residence.
- Arcades, colonnades, loggias, passages
- Semi-enclosed courtyards within a building or as formed by a group add excellent living space, shade, and a sense of space and place.
- Dwellings which are nestled in and among the trees
- Design the dwelling footprint to save as many trees as possible. The Design Review Board may require trees removed to be replaced by the owner in the amount of total diameter of tree caliper removed; i.e., if in order to utilize the home site there were no way to avoid cutting down one 6” tree, two 8” trees and one 10” tree, the owner must plan trees in equal amount (32” or for example eight 4” trees of similar species). See Section 5.11.
- Although openings spanned with cut stone lintels, jack arches or segmental arches are preferred and more appropriate to the Texas Hill Country, semicircular arched openings used discretely are allowed.
- If possible, overhangs 18” or wider
- Local limestone with matching mortar

4.9 DOORS AND WINDOWS

All windows and doors shall consist of structural wood or high-quality aluminum units with or without factory applied finishes or cladding. Double hung, casement, or fixed wood windows, wood entry doors, French doors, patio doors, garage doors will be encouraged.

Ornamental iron grillwork, gates and doors and the use of glass block requires approval.

Windows will be evaluated by the Design Review Committee in terms of ventilation, light and view in relation to the architectural concept as well as to their relationship to adjacent properties.

4.10 Primary & Secondary Housing, and Outbuildings

Guest Houses, Casitas and Bungalows are permitted and shall be of the same construction as the main residence. Both the main structure and the secondary housing structure shall be primarily of masonry, native stone, light beige brick. Stucco may be used as veneer on suitable sub-structural framing systems.

The proposed construction of tool sheds, shops, green houses, gazebos, outdoor patio covers, etc. shall be reviewed on a case-by-case basis, taking into consideration the view from the street and the proposed location in the yard.

4.11 TRIM AND ACCENT MATERIAL AND COLORS

Exterior masonry trim may be decorative, dressed, cast or carved stone used to accent the main masonry massing and openings. Molded stucco including formed window or door surrounds, accent banding. Wood trim may be used in combination with any of these materials and as incidental to the primary masonry exterior veneer. Exterior wood shall be of a finish and grade appropriate to the design and finished with stain or paint.

Colors of paint and stain for stucco and wood trim include, but are not limited to earth tone colors, such as cream, beige, grey, grey green, taupe, ecru, and other more neutral background colors, however darker colors, such as black, brown, bottle green, navy, rust, terra cotta, purple, and other deep tones may be appropriate. The intention is to avoid loud, obtrusive, excessively contrasting or bold colors and to use color to enhance the design as opposed to over whelm the architectural effect.

Gutters and downspouts shall be consistent with roof materials and finishes. However, with adequate overhangs incorporated in the design, gutters and downspouts are not required.

Cornices, porch ceilings, exposed beams and rafters shall be constructed of wood except when masonry and shall be stained or painted in approved colors. Vinyl gutters, trim components, hardi-board, soffits, siding, shutters, vents and other architectural components are not allowed.

No bright natural aluminum should be visible on the residence; roof vents should be painted out to match the principal roof material color. Skylights and other miscellaneous metal materials should be also finished to blend in with the primary roof material.

4.12 LOCATION AND TREATMENT OF UTILITY CONNECTIONS, CONTROLS, AND METERS

All utility services to the main house and all ancillary structures shall be underground.

Satellite dishes are allowed subject to Design Review Board approval for location and position. Above ground fuel and propane tanks are allowed and shall be located from view of main roads and limited view from side roads. Location shall follow Railroad Commission Rules.

4.13 MAILBOXES

Mail will be delivered to The Ranch at Delaware Creek community mailbox, unless arranged with the Post Office for ADA Requirements.

4. LANDSCAPE GUIDELINES

5.1 General Design Considerations

It is the intent of these guidelines to preserve the special attributes of each site and to extend the design of the house into the design of the landscape for the enhancement of both. The buildings in The Ranch at Delaware Creek have the opportunity to be nestled into the topography to work with the land and into the new and existing landscape in such a way that the pleasure and the value of the residence will be greatly enhanced. It is the intent of these Landscape Guidelines to ensure a fairly uniform planting treatment from home site to home site, one that extends from the home site lot lines through the right of way to the edge of the road pavement.

The composition of the plant materials should consider present and mature size, framing of certain views, background and foreground balance, relationship to the architecture and other site textures, and judicious use of color and texture.

Large-caliper deciduous trees and mature evergreens are strongly recommended.

5.2 NATURAL LANDSCAPE AND XERISCAPE

The use of landscape materials immediately adjacent to a residence is relatively unrestricted. Deer protection will be required for most plants. In other areas removed from the residence, the introduction of materials is limited to species currently found in the local plant community. The deer enforce this limitation. Also, one must realize that this region experiences extreme differences in climate from hot and dry to occasional freezes. The Xeriscape concept is appropriate here because of the reduced water use, hardiness to freeze and drought and native Hill Country aesthetic in the character of the plants reduce.

5.3 LANDSCAPE DESIGN

Texas Hill Country plant material is the primary vegetation at The Ranch at Delaware Creek. It is important that as much of it remains in as natural a state as possible to perpetuate the character of the landscape. Although design and selection of plant material will vary with each residence, there are several principles that should be used in all landscapes at The Ranch at Delaware Creek.

- Large scale masses of plant material should be used as opposed to single unrelated plants.
- Use plant materials in groupings related to irrigation, light, and fertilizer requirements.
- Minimize the use of hardscape (paving).
- Avoid plant material that contrasts with existing vegetation. Utilize indigenous materials. For example, banana trees are not allowed.
- Water conserving plant materials and native vegetation are appropriate for ornamental and general landscaping; in small and intimate private use areas such as patios, gardening is typical.

The landscape concept of each residence should be carefully integrated with the architectural theme and site planning. The integration of general landscape design devices such as arbors, walls, fences and decks are part of the architecture that extends into the landscape. These devices combine with landscape elements typically characteristic of the environment of The Ranch at Delaware Creek.

- Informal character of native vegetation (deer resistant)
- Rock formations integrated into wall systems and patios
- Large-scale bold statements of plant material and rock formations
- Limestone lintels, balustrades and pavers
- Natural water features

There are several design factors that need to be considered as each landscape is developed.

1. Slope Planting

Disturbed slopes shall be kept to a minimum, where there is disturbance to natural soil or where there are steep slopes; the native vegetation must be reintroduced by “pocket planting” to minimize erosion and the appearance of disruption; stone walls may be necessary to stabilize disturbances.

2. Landscape Transitions

Fundamental to the landscaping at The Ranch at Delaware Creek is the concept of using primarily native vegetation. In certain areas where ornamentals are used, the transition

between native and ornamental must be designed in gradations of plant material and architectural walls to make it appear as natural as possible.

3. Irrigation

Care must be taken not to over-water the native plant material; therefore, an irrigation system must be designed by an irrigation contractor or landscape architect to match water requirements of selected plant materials. Systems are to be permanent underground systems.

4. Site Grading

Stepped patios and yard areas will avoid excessive cuts and fills and unnatural appearance. Grading will generally contour to natural site terrain and minimize disruptions to drainage and topography of the site. Finish grading that manipulates rainfall runoff for irrigation is encouraged.

5. Lighting

Site lighting shall be a low voltage system. Soffits and tree lights shall be shielded or directed toward vegetation to eliminate off site glare and source visibility. HID, Sodium, or Mercury vapor yard lights are not allowed.

6. Utilities

Electric, cable, gas, transformers, pedestal/meters, etc., shall be screened by evergreen vegetation and/or walls (not to exceed height of 3'-6") while leaving access for service, etc.

5.4 LANDSCAPE RESERVES

The following guidelines are established for the landscape reserves along public rights-of-way, common areas, and parks in The Ranch at Delaware Creek. All tracts will utilize the required setback between the right-of-way and the front property line as a landscape reserve. Additional trees, shrubs, ground cover and irrigation systems are to be placed in the setback within the land parcels according to these requirements:

1. Grass

All areas of landscaped reserves that are not planted with shrubs or ground cover are to be sodded with buffalo grass or native grasses.

2. Irrigation

A pop-up type irrigation system with automatic or manual valving is required for the landscape reserves. These units should be placed at a maximum spacing of 20' – 0" on center with a 12' – 0" radius. Irrigation is required for shrubs and trees. These areas may be used for irrigation by storm water.

3. Maintenance

Since all maintenance of the right-of-way landscape reserves will be the responsibility of the P.O.A., improvements should be designed with ease of maintenance in mind.

The maintenance of the landscape reserves improved by The Ranch at Delaware Creek will be maintained by the P.O.A. and be supported by assessment charges.

5.5 HARDSCAPE

1. Grading

All driveways, sidewalks and patios will be flush with finish grade of interfacing landscape materials. Finish site grading shall not produce runoff detrimental to adjacent properties and native landscape areas. When possible, finish site grading shall be done to retain rainfall for maximum percolation in turn areas.

2. Driveway

Driveways shall be a minimum of 15ft wide and constructed of masonry pavers, textured or salt finished concrete or of material approved by the Design Review Board.

3. Sidewalks

Sidewalks will be a minimum 48" wide and have broom finish (no color). Steps, when required, shall have 6" rise and 14" tread.

5.6 IRRIGATION, FERTILIZERS, AND PESTICIDES

All new landscape material shall be irrigated. Irrigation shall be by an automatic system and be timed for early morning (1:00 a.m. to 6:00 a.m.) applications. System shall be designed with separate bed, lawn, and native area sections and stations. Irrigation duration shall be determined by seasonal needs. Under no circumstances shall the irrigation extend beyond the rear and side property lines. Head locations near the public right of way shall not spray water onto paved surfaces, nor shall irrigation be allowed to run off the site. Native plant zones are not required to have permanent irrigation; care should be taken to not over irrigate native plants. Irrigate in an efficient, environmentally sensitive manner.

5.7 MAINTENANCE

All trees, shrubs, groundcovers, grasses and irrigation system must be maintained at a level consistent with the rest of The Ranch at Delaware Creek. All dead or dying plants or grasses shall be replaced immediately by and at the sole cost of the owner.

5.8 REVEGETATION AND LANDSCAPE RESTORATION

All areas disturbed during construction must be revegetated to blend with the non-disturbed grasses. No rocks, plants, or trees shall be removed from any portion of The Ranch at Delaware Creek community other than from the owner's property without written permission from the Design Review Board. See Section 4.8 for replacement of trees removed

5.9 EXTERIOR LIGHTING

Exterior lighting is to be minimized in The Ranch at Delaware Creek and must be designed to conceal the source of the light. Use fixtures which conceal the source of the light and allow no bare lamps to be seen from the street or from adjoining neighbors. Holiday lighting is an exception. Bare HID "Yard Lights" are not allowed. See Section 3.8.

6 CONSTRUCTION REGULATIONS

To ensure that sites will not be irreparably damaged while a residence is being built and that disruption of the neighborhood will be minimized, the following construction regulations shall be enforced by The Ranch at Delaware Creek during the construction period. These regulations shall be part of the construction contract documents for each residence, and all contractors and owners agree to abide by the regulations.

The owner or contractor agrees to provide the Design Review Board, prior to construction, with a detailed plan showing how the home site will be protected and the area in which all construction activity will be confined including size and location of construction material storage, limits of excavation, drive areas, parking, portable toilet location, temporary structures, dumpsites, storage of debris, fire extinguishers, utility trenching and construction sign. This plan shall identify the methods for site protection, such as erosion control, tree protection and precise limits of construction beyond which the natural conditions may not be disturbed.

6.1 CONSTRUCTION AND SAFETY

In order to insure a safe, neat, and orderly construction site, the Design Review Committee has established certain construction and safety regulations identified in these Design Guidelines for the benefit of all owners and residents which are in addition to, and shall in no way diminish, the owner's obligation to comply with all governmental regulations.

It is of the utmost importance that anyone conducting construction activities exert extreme care in preventing conditions that are unsafe or that could constitute fire or other hazards. The Design Review Committee will not tolerate any activity that, in their opinion, constitutes or could cause such hazards.

6.2 CONSTRUCTION TRAILERS AND PORTABLE FIELD OFFICES

Any owner or builder who desires to bring a construction trailer, field office or the like to The Ranch at Delaware Creek shall first apply for and obtain written approval from the Design Review Committee. Such temporary structures shall be located only in locations approved by the Design Review Board and shall be promptly removed upon completion of construction.

6.3 STORAGE OF MATERIALS AND EQUIPMENT

Owners and builders are permitted to store construction materials and equipment on the construction site during the construction period. All materials and equipment shall be

neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the owner's or contractor's responsibility and at their risk. Owners and builders shall not disturb, damage, or trespass on other home sites or adjacent property. No building materials may be placed on any home site more than 15 days before beginning construction.

6.4 SITE CLEANLINESS, DEBRIS AND TRASH REMOVAL

Owners and contractors shall provide a container for debris and shall clean up all trash and debris on the construction site on a timely basis. Trash and debris shall be removed from each construction site on a timely basis to a dumping site located off the project. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and contractors are prohibited from dumping, burying or burning trash anywhere in The Ranch at Delaware Creek. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore or affecting other home sites or adjacent property. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of The Ranch at Delaware Creek.

6.5 SANITARY FACILITIES

Each builder shall be responsible for providing adequate sanitary facilities for its construction workers. The sanitary facility shall be located as far as possible from other private residences and maintained on a regular basis.

6.6 DRAINAGE, RETENTION AND EROSION CONTROL DURING CONSTRUCTION

Drainage during construction must be controlled so as to cause no erosion on the home site and on adjoining home sites. Retention fencing or permanent erosion controls must be installed before any site clearing is begun.

6.7 NOISE AND DUST

The use of radios, tape and CD players must be restrained so as not to be heard on adjoining home site, or street.

6.8 EXCAVATION AND BLASTING

Excess excavation materials shall be removed from The Ranch at Delaware Creek. If any blasting is to occur, the Design Review Committee must be informed at least 7 days in advance to allow it to make such investigations as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

6.9 RESTORATION OR REPAIR OF PROPERTY DAMAGE AND SCARRING TO OTHER PROPERTY, INCLUDING, BUT NOT LIMITED TO, OTHER HOME SITES, ROADS, DRIVEWAYS AND/OR OTHER IMPROVEMENTS, WILL NOT BE PERMITTED. IF ANY SUCH DAMAGE OCCURS, IT SHALL BE REPAIRED AND/OR RESTORED PROMPTLY AT THE

EXPENSE OF THE PERSON OR ENTITY CAUSING THE SAME, PROVIDED, HOWEVER, THAT THE OWNER SHALL ULTIMATELY BE LIABLE TO THE DESIGN REVIEW COMMITTEE AND THE OWNER INCURRING THE DAMAGE FOR THE ACTIONS OF ITS BUILDER AND BUILDER'S SUBCONTRACTORS AND AGENTS. UPON COMPLETION OF CONSTRUCTION, EACH CONTRACTOR SHALL CLEAN ITS CONSTRUCTION SITE AND REPAIR ANY PROPERTY DAMAGED, INCLUDING, BUT NOT LIMITED TO, RESTORING GRADES, REPAIR OF STREETS, DRIVEWAYS, DRAINS, CULVERTS, SIGNS, LIGHTING AND FENCING. THE COMMITTEE MAY WITHHOLD REPAYMENT OF ANY CONSTRUCTION COMPLETION OR DAMAGE DEPOSITS AND USE THOSE FUNDS TO MAKE NECESSARY REPAIRS.

6.10 VEHICLES AND PARKING

Construction crews shall not park on or otherwise use, other home sites. Private and construction vehicles and machinery may be parked in areas designated by the Design Review Committee.

6.11 MISCELLANEOUS AND GENERAL PRACTICES

The following practices are prohibited;

1. Changing oil on any vehicle or equipment on a home site;
2. Allowing concrete supplies and contractors to clean their equipment on any home site;
3. Removing any plant material, topsoil or similar items from any property of others within The Ranch at Delaware Creek;
4. Carrying any type of firearms on the property;
5. Using disposal methods other than those approved by the Design Review Board;
6. Careless disposition of cigarettes and other flammable material;
7. Any loud or excessive noise from sound equipment such as radios and loudspeakers;
8. Temporary construction signs shall be limited to one sign per site. The sign will be freestanding, and shall be approved by the Design Review Committee; at the cost of the owner;
9. A minimum of one serviceable 1016 ABC-rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location; and
10. Contractors, subcontractors and their employees are prohibited from bringing dogs and other pets to the construction site.

6.12 RESPONSIBILITY OF P.O.A.

P.O.A. assumes no responsibility for soil conditions including, without limitation, rock formations, high water table, or expansive soils nor any environmental condition, including, without limitation, endangered species, or critical environmental matter protected by governmental regulations. Each owner shall be responsible for obtaining any required soil tests and surveys.

6.13 RESPONSIBILITY OF OWNER

All owners shall be solely responsible for the conduct and behavior of their

representatives, builders, contractors, vendors, and suppliers.

6.14 INSURANCE

Builders shall furnish to the Design Review Committee satisfactory proof that builder's risk insurance and workmen's compensation insurance, if applicable, will be in force for the construction period. A copy of the COI Declaration Page for Liability Insurance is also required.

6.15 TIME FOR COMPLETION

The exterior of any single-family home, detached structure, garage or outbuilding shall be completed within twelve (12) months following the start of construction, unless an extension for completion is approved in writing by the Design Review Committee.

6.16 NON-COMPLIANCE

The owner will submit all structures to inspection by the Design Review Committee as required to determine compliance with these Guidelines. In the event of noncompliance with the Guidelines, the Design Review Committee shall have the right, but not the obligation, to hire a contractor or contractors to perform the work and furnish the materials necessary for compliance at the owner's expense plus 10% for administration. In the event that the owner does not pay same, the Design Review Committee shall have the legal right to file a statutory lien against the property and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall revert to the owner. A failure to enforce any restriction shall in no event be deemed a waiver of this right to do so afterward.

6.17 Time of Construction

Work to be performed between the hours of 7AM to 8 PM Monday through Saturday. No work on Sundays or Holidays. No work outside of this schedule without approval from Design Review Committee.

6.2 FORMS FOR SUBMITTALS TO DESIGN REVIEW COMMITTEE

- *Attachment A- Cedar/Wood Fencing
- *Attachment B- Contractor Requirements
- *Pre-Design Conference
- *Preliminary Design Review
- *Final Design Review
- *Project Completion Review

ATTACHMENT "A"

CEDAR FENCE

Materials:

- a.) Cedar boards to be 1 x 6 x 6'-0" Max. (Max. height of fence 6'-0")
- b.) Posts 4 x 4 treated or light gage galv. pipe
- c.) Rails 2 x 4 treated. Three (3) rails min.

CONSTRUCTION

- 1.) Post to be set at 6'-0" on center (Max. spacing 8'-0")
- 2.) Check with local building codes for regulations on depth of fence postholes, and be sure to check with local utility companies to avoid damaging buried cables.
- 3.) Fence should be stained with clear or wood color for longer lasting.
- 4.) Option: 1 x 6 cedar cap.
- 5.) Steel fence across back min. height 4'-0" max. height 6'-0"
Pickets should be spaced at 4" on center max.

Be sure and furnish the following items before starting project:

- 1.) Contractor name & contact information

- 2.) Attach a plat of your property with the limits of the fence shown.

Please sign and return for our files.

Accepted By:

Date: _____

The Ranch at Delaware Creek Property Owner's Association, Inc. ("RANCH POA")
Attachment "B"- CONTRACTOR REQUIREMENTS

ITEMS REQUIRING SPECIAL ATTENTION

- Fence at back of property shall be from property line to property line.
- Plans: Bottom of Eave Plate shall be a min of 9'-0" from the top of foundation.
- Silt fence shall be constructed between existing property owner and new start up.
- Deposit for Compliance Fee: The fee is reduced to \$2,000. Work to be completion within 1 year from approval.
- Non- Compliance items shall be corrected within 30 days from notice.
- Builders Risk and Workman's Comp Insurance as well as Liability Insurance: Please furnish proof of insurance

Contractor shall provide the following, which will be reviewed and retained by the Design Review Board. Samples shall be identified with manufacturer's name, color and or number. Physical sample board of 24"X36" for the following items are required:

- | | |
|---|-----------------------------------|
| 1. Roof material and color | 5. Wall material (s) and color(s) |
| 2. Exterior trim material(s) and color(s) | 6. Chimney material and color |
| 3. Window trim color | 7. Exterior door color(s) |
| 4. Stone or rock to be used and mortar color specification. | 8. Gutter & downspout color |

A site monument with the approved finishes is to be erected at each site.

Sixty days after approval for construction, a proposed landscape plan shall be submitted. This plan shall be drawn at a minimum scale of 1" =10'-0" and shall include proposed plant material (name and size), existing plant material (name and size) decks, fencing, pavements, service yards, driveways, any freestanding structures, outdoor lighting, and irrigation systems. Exterior mechanical equipment and all utility connections, entry panels, and meters shall be shown on the plans and shall be located as unobtrusive as reasonably possible from the street and the neighbors

No changes in the plans or materials approved by the Design Review Board may be undertaken without prior approval of the Design Review Board. No work shall be undertaken, other than routine maintenance, which will result in changes, visible or apparent, to the exterior appearance or floor plan without prior written approval of the Design Review Board.

Specifically, typical setbacks in The Ranch at Delaware Creek are: Front; 40'(25' from property line), Rear; 30' Side; 15' or a total of 30' side yards with 10' minimum. Enclosing walls may extend into the setbacks except at open spaces. The location and height of any privacy or enclosing walls must be shown on the drawings for Design Review approval and will be considered individually by the Design Review Board. Typical setbacks for Casita sites may vary from the typical setbacks and will be reviewed on an individual basis by the Design Review Board.

See Section 3.05 Rubbish and Debris-Contractor should review the site at the end of each day-Clean up as required.

We have young children at play. Please cover and/or block off any open trenches, hole or areas that could cause harm.

Please sign and return for our files

Date: _

Property Owner/Contractor Name: _

Phone Number: _

Address: _

Design Review Committee
Request for Pre-Design Conference

Date _____ Home Site _____ Filing _____

Requested by _____ Filing _____

Owner _____ Filing _____

Architect _____ Filing _____

Builder _____ Filing _____

Conference Date _____ (schedule & notify)

Design Review Committee Application for Preliminary Design Review

Date _____ Home Site _____ Filing _____

Owner/Applicant _____ Phone _____

Address _____

Architect _____ Phone _____

Address _____

Builder _____ Phone _____

Address _____

This application will be considered complete only if the following is submitted:
5 copies of a graphic explanation of the design concepts including the drawings listed in section 2.4.

For DRB use only:

Submittal Date _____ Meeting Date _____ Notice Date _____

Notice to Applicant:

Following your Design Review Submittal, the Design Review Committee:

_____ approves your design

_____ approves your design with the following conditions:

_____ disapproves your design for the following reasons and requires a revised submittal:

Signed: _____

Design Review Committee Application for Final Design Review and Approval

Date _____ Home Site _____ Filing _____

Owner/Applicant _____ Phone _____

Address _____

Architect _____ Phone _____

Address _____

Builder _____ Phone _____

Address _____

This application will be considered complete only if the following are submitted:

1 electronic version of all plans, one full size set and 5 letter size pdf copies of each:

- | | |
|----------------------------------|---|
| 1. site plan (1" = 10" min.) | 5. exterior elevations and details (1/4" = 1" min.) |
| 2. vicinity plan (1" = 50" min.) | 6. sections (1/4" = 1" min.) |
| 3. floor plans (1/4" = 1" min.) | 7. construction table |
| 4. roof plan (1/4" = 1" min.) | 8. landscape plan (30 days prior to occupancy) |

In addition, the sample board (24" x 36") depicting exterior materials, colors and texture, as described in Section 2.5 must be included in this submittal. This board will be turned over to buyers. A monument of approved samples MUST be erected on each construction home site.

For DRC use only:

Submittal Date _____ Meeting Date _____ Notice Date _____

Design Review Committee-Notice to Applicant:

_____ approves your design

_____ approves your design with the following conditions:

_____ disapproves your design for the following reasons and requires a revised submittal:

Signed: _____

Design Review Committee

Request for Completion of Project Review

Date _____ Home Site _____ Filing _____

Owner/Applicant _____ Phone _____ Address _____

Architect _____ Phone _____

Address _____

Builder _____ Phone _____

Address _____

Date of Occupancy Permit Inspection _____

Notice Date _____ (within 14 days)

Notice to Applicant:

Following your request for Completion of Project Review, the Design Review Committee feels that your final building and site construction:

_____ conforms

_____ does not conform

to the plans and specifications approved in your final submittal.

Signed _____

Note: In addition, you must complete all required reviews by local governmental jurisdictions

ATTACHMENT "C"
The Ranch at Delaware Creek
Property Owner Association
CCRs Violation Policy & Fine Schedule

This document sets forth The Ranch at Delaware Creek Property Owner Association's policy for imposing disciplinary actions (including a Schedule of Fines) for violations of the Association's governing documents, pursuant to Section 209.007 of the Texas Property Code and the Association's Amended Bylaws ("Bylaws") and Amended & Restated Declaration of Covenants, Conditions & Restrictions (CC&Rs).

1. Authority of the Association's Board of Directors. The Board of Directors (Board), pursuant to Bylaws section 2.11 d and CC&Rs section 3.09, has the authority to adopt and establish rules, regulations and policies (collectively, "Rules") governing the use of Common Area and facilities within The Ranch at Delaware Creek, the personal conduct of Members, tenants and guests, and to take steps as it deems necessary for the enforcement of such Rules and the Association's Governing Documents (which in addition to the Rules, includes the Bylaws and CC&Rs).
2. Member Responsibility. Each Unit Owner is a Member of the Association and is responsible for complying with the Governing Documents. Owners are also responsible for ensuring that their invitees, guests, and Unit occupants comply with the Governing Documents. In the case of violations by invitees, guests and Unit occupants who are not Members of the Association, the Association will notify the Unit Owner. Any fines for non-compliance or Reimbursement Assessments will be imposed against the Owner.
3. Notice. In the case of a violation, the Board will notify the Member in writing. The notification shall:
 - a. Identify the governing document provision that has been violated;
 - b. Describe the nature of the violation;
 - c. Identify the date, time and place of the violation;
 - d. Describe the corrective action to be taken by the Member and the time within which it must be done (if applicable);
 - e. Describe intended or possible sanction(s); and
 - f. Give the Member the opportunity to request a meeting, within 1 week of receiving violation notice, to address the Board regarding the alleged violation.

If the Member's failure to correct a violation results in the expenditure of funds by the Association to correct the violation, the notice shall also state that the Board may vote to levy a Reimbursement Assessment if the Board finds that a violation has occurred.

The notice shall either be given personally to such Member or sent by first-class or certified mail to the last address for the Member shown on the Association's records.

4. Hearing. The requested meeting shall be conducted by the Board within 2 weeks of the written request. The Member is entitled to attend the meeting and to address the Board. The President shall read the charges against the Member. The Member is allowed to present evidence and testimony on his or her behalf and shall have the right to question the witnesses against him or her and examine all evidence presented. The Board is entitled to question all witnesses. The Board shall have the exclusive power and authority to impose disciplinary action.
5. Imposing Disciplinary Action. The Board may impose one or more sanctions if it determines at the meeting that a Member or his or her invitee, guest or Unit occupant has committed a violation of a particular governing document provision. This action may be imposed even if the Member does not appear at the meeting when scheduled or does not submit a written explanation to the Board at or before the time

scheduled for the meeting. As provided in CC&Rs Section 3.09, disciplinary action may include loss of good standing, suspension of other rights, and/or monetary penalties (i.e., fines) as follows:

- a. Loss of Good Standing. Suspension of the Member's Good Standing status for so long as the Member remains in default of any payment or until the violation is remedied. The impact of suspension of the Member's Good Standing status is that his or her Association voting rights are suspended and he or she is disqualified from serving on the Board.
- b. Suspension of Other Rights. Suspension of the Member's or Resident's right to use Common Area recreational facilities for so long as the Member remains in default of any payment or for such period as may be specified by the Board if the violation involves misbehavior related to Common Area recreational facilities.
- c. Monetary Penalties i.e. Fines. Imposition of fines in accordance with the Association's current Schedule of Fines.

In the case of continuing violations, such as architectural violations, the Board may impose additional disciplinary action once every thirty (30) days until the violation is remedied, provided that procedural requirements are followed. Repeated or habitual violations within a 30-day period, such as parking violations, shall not constitute a continuing violation but shall be a separate violation for each occurrence, and disciplinary action may be imposed for each and every separate violation.

6. Notice of Board's Decision; Effective Date of Sanction. The Board shall notify the Member of its decision, in writing, within fifteen (15) days after the meeting. Failure to notify the Member within such 15-day period shall invalidate the Board's action. A fine or Reimbursement Assessment shall become effective no sooner than five (5) days after the date of the meeting.
7. Grievance Committee. The Board-appointed "Grievance Committee," as authorized and directed by the Board, has the authority to investigate alleged violations and meet with the alleged violator and complaining parties (if any). The Grievance Committee also makes findings (as to whether a violation has occurred) and provides recommendations to the Board concerning sanctions. However, the final determination on whether a violation has occurred and the decision to impose sanctions (including the type of sanction(s) that will be imposed, if any) shall be ultimately made by the Board.
8. Payment of Fines. Fines (also known as "monetary penalties" or "Enforcement Assessments") are due when imposed and are deemed delinquent if not paid within fifteen (15) days after they are due. All sums payable hereunder by a Member shall bear interest at the maximum rate permitted by law commencing on the date the said sums become delinquent. The Association may commence a lawsuit to compel payment of delinquent fines and to recover attorney's fees and costs of enforcement.
9. Schedule of Fines. The Schedule of Fines adopted by the Board is attached to this Policy.
10. Additional Corrective Measures; Reimbursement Assessment. The imposition of fines and suspension of voting and use rights are in addition to the requirement that Members comply with the governing documents. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the Member's expense by, for example, levy of a Reimbursement Assessment against such Member and his or her Unit (see CC&Rs, section 6.06-B).
11. Other Remedies. The Association reserves the right to avail itself of any other remedy permitted by law and the governing documents to enforce the provisions of the Association's Governing Documents (including Rules). These remedies include, but are not limited to, requesting internal dispute resolution, requesting that the matter be submitted to some form of alternative dispute resolution such as mediation or arbitration, right of entry to correct a violation, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.
12. CC&R Provisions Also Apply. The CC&Rs, in particular, Article 3.09b, also addresses and applies to the holding of meetings and imposition of fines and other sanctions against Members.
13. Liens. The Association may secure recovery of any fines imposed and the costs of enforcement by recordation of a lien or liens to the extent not prohibited by law. As of the date of adoption of this Policy, liens that are recorded to secure fines may not be enforced by non-judicial foreclosure.

14. Association's Duty of Enforcement. Failure by the Association to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.
15. Amendment of Policy. The Board may amend this Policy without providing advance notice to the Owners if an amendment is required by law or needed to conform a particular provision or provisions of this Policy to changes in applicable Texas statutory law that are nondiscretionary in nature.
16. Flexibility- The Ranch at Delaware Creek-Board of Directors reserves the right for fines to be flexible enough to allow for a significant fine on the first violation rather than just a warning letter. If a fine is to be assessed for violations of the CCRs, the following Schedule of Fines will be used.

The Ranch at Delaware Creek Property Owners Association Schedule of Fines

To ensure compliance with the Governing Documents of the Ranch at Delaware Creek, Property Owners Association, members may be fined for violations. The Association's Board of Directors has adopted this Schedule of Fines, which will be in effect until changed by action of the Board of Directors. Any violation of the Governing Documents either by a Member or a Member's invitee, guest or Unit occupant shall be subject to a warning letter and/or the following fines:

Violation	1 st Violation	2 nd Violation ¹	3rd + Subsequent ²
Architectural	\$50	\$100	\$200
Vehicles (including Parking Violations)	\$50	\$100	\$200
POA dues unpaid by end of quarter	\$50	\$100	\$150
Excessive Noise	\$50	\$100	\$200
Misuse of Common Area or Facilities	\$50	\$100	\$200
Pets (loose and pet waste)	\$50	\$100	\$200
Vandalism	\$100	\$200	\$300
Serious Personal Endangerment or Serious Health Hazard ³	\$100	\$200	\$300

The aforementioned policy was adopted by The Ranch at Delaware Creek, Property Owners Association Board of Directors on October 1, 2018. The Policy became effective November 1, 2018. It was written to be filed with the Association's Amended Bylaws and Amended Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

¹ Applies to a second violation of the same type.

² Applies to a third or subsequent violation of the same type.

³ Actions that may result in, or do result in serious personal endangerment or a health hazard are subject to higher fines. An example of a rule violation that can result in serious personal endangerment is wrong-way driving in the community. An example of a rule violation that can result in a serious health hazard is maintenance of too many pets without regard to the unit's cleanliness.

I hereby certify that this, the above CCRs for The Ranch at Delaware Creek were adopted and approved by the Association in accordance with the Bylaws, Restrictive Covenants and applicable law and are to be effective as of February 8, 2020, during the Annual Meeting of the Association.



Christina Burrmann, President

The Ranch at Delaware Creek, Property Owner's Association, Inc.

On Behalf of the Association



Gretchen Churchill, Secretary

The Ranch at Delaware Creek, Property Owner's Association, Inc.

On Behalf of the Association

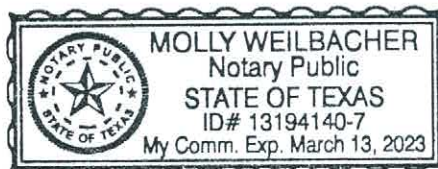
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 20th day of February, 2020, by Christy Burrmann, President, and Gretchen Churchill, Secretary, of The Ranch at Delaware Creek, Property Owner's Association, Inc..



Notary Public Signature





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

2/20/2020 3:20:29 PM

FEE: \$342.00

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