

CONSOLIDATED, AMENDED, AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE BLUFFS AT CRYSTAL FALLS

(THE GRAND MESA AT CRYSTAL FALLS SUBDIVISION, SECTION FOUR,  
MARKETED AND REFERRED TO AS "THE BLUFFS" AT CRYSTAL FALLS; THE BLUFFS  
AT CRYSTAL FALLS SECTION 1, PHASES 1A AND 1C; SECTION 2, PHASES 2A, 2B , 2D,  
2E, 2F-A, 2F-B; AND SECTION 3, PHASES 3B, 3G, 3H, AND 3I)

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THE STATE OF TEXAS	§
	§
COUNTIES OF TRAVIS AND WILLIAMSON	§

This "Consolidated, Amended, and Restated Declaration of Covenants, Conditions and Restrictions for the Bluffs at Crystal Falls" (the "**Declaration**") is made effective as of the date of recording in the Official Public Record of Real Property of Travis County, Texas and Williamson County, Texas.

**RECITALS**

WHEREAS, Lookout Development Group, L.P., a Texas Limited Partnership, caused the instrument entitled "Covenants, Conditions, and Restrictions for The Grand Mesa at Crystal Falls Subdivision, Section Four, Marketed and Referred to as "The Bluffs at Crystal Falls" (the "**Grand Mesa Section 4 Declaration**") to be recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2005007021, and in the Official Public Records of Real Property of Williamson County, Texas, under Clerk's File No. 2005003732, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges upon the real property as described in Exhibit A, as amended by documents entitled "First Amendment to Covenants, Conditions, and Restrictions for The Grand Mesa at Crystal Falls Subdivision, Section Four, Marketed and Referred to as "The Bluffs" at Crystal Falls," "Second Amendment to Covenants, Conditions, and Restrictions for The Grand Mesa at Crystal Falls Subdivision, Section Four, Marketed and Referred to as "The Bluffs" at Crystal Falls," "Third Amendment to Covenants, Conditions, and Restrictions for The Grand Mesa at Crystal Falls Subdivision, Section Four, Marketed and Referred to as "The Bluffs" at Crystal Falls," and "Fourth Amendment to Covenants, Conditions, and Restrictions for The Grand Mesa at Crystal Falls Subdivision, Section Four, Marketed and Referred to as "The Bluffs" at Crystal Falls," recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File Nos. 2005050613, 2006199644, 2006199645, and 2009114258, and in the Official Public Records of Real Property of Williamson County, Texas, under Clerk's File Nos. 2005021110, 2006080482, 2006080481, and 2009050080, respectively; and

WHEREAS, Taylor Morrison at Crystal Falls, LLC, a Texas Limited Liability Company, caused the instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Certain Communities of The Bluffs at Crystal Falls" (the "**Bluffs Declaration**" and together with

the Grad Mesa Section 4 Declaration, the “**Prior Declarations**”) to be recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2011017669, and in the Official Public Records of Real Property of Williamson County, Texas, under Clerk’s File No. 2011008392, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges upon the real property as described in **Exhibit B**;<sup>1</sup> and

WHEREAS, the following documents were filed annexing additional land into the Bluffs Declaration:

- Phase 2, Section 2A: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2013003055.
- Phase 2, Section 2B: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2014015650.
- Phase 2, Section 2D: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2013003054, and in the Official Public Records of Real Property of Williamson County, Texas, under Clerk’s File No. 2013001814.
- Phase 2, Section 2E: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2014015651.
- Phase 2, Section 2F-A: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2014104247.
- Phase 2, Section 2F-B: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2014169646.
- Phase 3, Section 3G: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 2016005693.

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<sup>1</sup> Note to Drafter: When document is ready to record, include descriptions for all phases annexed into the Bluffs Declaration in Exhibit B.

- Phase 3, Section 3B: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2016041172.
- Phase 3, Section 3H: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2016041173.
- Phase 3, Section 3I: Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for Certain Communities of the Bluffs at Crystal Falls, recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2017104595.

WHEREAS, on or about June 30, 2010, the Prior Declarations were amended by that "Crystal Falls Annexation Agreement; Amendment to Declaration; Partial Assignment of Declarant Rights," recorded in the Official Public Records of Travis County, Texas, under Clerk's File No. 2010094031; and

WHEREAS, on or about December 21, 2012, the Prior Declarations were further amended by that "Declaration Amendment for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2012106061; and

WHEREAS, on or about September 22, 2016, the Prior Declarations were further amended by that "Declaration Amendment for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2016088848; and

WHEREAS, on or about June 13, 2017, the Prior Declarations were further amended by that "Declaration Amendment for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Travis County, Texas, under Clerk's File No. 2017094644, and in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2017053669; and

WHEREAS, on or about June 13, 2017, the Prior Declarations were further amended by that "Declaration Amendment for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Travis County, Texas, under Clerk's File No. 2017094698, and in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2017053691; and

WHEREAS, on or about May 20, 2020, the Prior Declarations were further amended by that "Assignment of Declarant Voting Control Rights and Amendment of Declarations for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2020052360; and

WHEREAS, on or about December 21, 2021, the Prior Declarations were further amended by that "Amendment of Declarations for Crystal Falls Home Owner's Association, Inc.," recorded in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2021193002; and

WHEREAS, on or about November 4, 2022, the Prior Declarations were further amended by that "Amendment of Declarations for Crystal Falls Home Owner's Association, Inc.," recorded

in the Official Public Records of Travis County, Texas, under Clerk's File No. 2022176678, and in the Official Public Records of Williamson County, Texas, under Clerk's File No. 2022125207; and

WHEREAS, the property restricted by the Prior Declarations and any amendments or supplements thereto, including any additional plats, amended plats, supplemental plats, or replats thereto shall be collectively referred to herein as the "**Property**" or the "**Subdivision**"; and

WHEREAS, the Owners desire to amend, restate and consolidate the Prior Declarations into one instrument by adopting this Consolidated, Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for the Bluffs at Crystal Falls; and

WHEREAS, the Prior Declarations state each such Prior Declarations may be amended by a vote of at least sixty-seven percent (67%) of all Voting Representatives entitled to vote on an amendment to the Prior Declarations, all of whom are given voting rights (one vote each per Voting Representative) for purposes of such amendment; and

WHEREAS, at least sixty-seven percent (67%) of all Voting Representatives entitled to vote on an amendment to the Prior Declarations desire to amend and consolidate the Prior Declarations governing their respective subdivisions into this single Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Bluffs at Crystal Falls (hereinafter referred to as the "**Declaration**"); and

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD and CONVEYED subject to this Consolidated, Amended, and Restated Declaration of Covenants, Conditions and Restrictions for the Bluffs at Crystal Falls for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described herein above shall hereinafter be referred to and known as THE BLUFFS AT CRYSTAL FALLS, which shall hereafter be subject to the following:

## **I. DEFINITIONS**

1.01 "**Architectural Control Committee**" or "**ACC**" means the Architectural Control Committee of the Association. Additionally, separate architectural control committees may be established for specific Subdivisions in accordance with Section 3.01 hereto. As used herein, the term "Architectural Control Committee" or "ACC" refers to whichever architectural control committee has authority over the Lot in question.

1.02 "**Articles**" means the Articles of Incorporation of the Association.

1.03 "**Assessment**" means any assessment, cost or fee levied by the Association under the terms and provisions of this Declaration.

1.04 "**Association**" means Crystal Falls Home Owners Association, Inc., a Texas nonprofit corporation.

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

1.06 "**Bylaws**" means the Bylaws of the Association, as adopted by the Board and as amended from time to time.

1.07 **"Common Areas"** means all real and personal property and improvements thereon leased, owned, or maintained by the Association for the common use and benefit of the members of the Association. Common Area may also include any pools, amenity centers, recreational facilities, entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, and any areas lying within public easements or rights-of-way of the Property, as determined by the Board.

1.08 **"Declarant"** shall mean Lookout Development Group, L.P., and Taylor Morrison at Crystal Falls, LLC.

1.09 **"Declarant Voting Control Period"** shall mean the period of time pursuant to Texas Property Code 209.00591 in which the Declarant or any Subdivision Declarant may appoint and remove board members or officers of the Association, and the period in which the Declarant or any Subdivision Declarant may select candidates for Voting Representative positions.

1.10 **"Development Period"** shall mean the period during which the Declarant intends to develop or sell any portion of the Property. The Development Period will end only upon written notice from the Declarant to the Board that Declarant has developed and sold all of the Property intended to be developed and sold by Declarant. During the Development Period, Declarant maintains certain rights further described herein including the right to facilitate the development, construction and marketing of the subdivision and the right to direct the size, shape and composition of the subdivision.

1.11 **"Declaration" or "Restrictions"** refers to this instrument, as it may be amended.

1.12 **"Dwelling Unit"** shall mean the main residential structure constructed on a Lot.

1.13 **"Improvement,"** shall mean every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis or sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, mailboxes, yard art, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. Landscaping is not considered an Improvement, and prior review and approval of landscape plans is not necessary, but all landscaping must comply with the landscaping guidelines ("Landscape Guidelines") for Crystal Falls adopted by the Association, a copy of which is available from the Association and also from the Association's website.

1.14 **"Lot"** means any parcel of land within the Subdivision shown as a subdivided lot on a plat of part or all of the Subdivision, together with all Improvements located thereon. Reference herein to all "lots" or "lots on the Property" (with a lower case "l") refers to all lots on the entire Property.

1.15 **"Masonry"** means brick, stone or stucco.

1.16 **"Owner"** means any person holding a fee simple interest in any portion of the Subdivision, excluding Declarant. A mortgagee is not an Owner.

1.17 **"Park"** means an area for walking or other recreation. could be a natural area with native grasses and trees or a more refined area which is maintained.

1.18 **"Property"** means The Grand Mesa at Crystal Falls Subdivision, Section 4; and the Bluffs at Crystal Falls Section1, Phases 1A and 1C; Section 2, Phases 2A, 2B, 2D, 2E, 2F-A, 2F-B; and Section 3, Phases 3B, 3G, 3H, and 3I. The Property is further described in **Exhibits A and B** attached hereto and incorporated herein, for all purposes. Declarant may at any time during the Development Period add land to or withdraw land from the Property, including adding additional sections to existing Subdivisions.

1.19 **"Subdivision"** means a specific platted neighborhood within the Property.

The different Subdivisions on the Property at the time of filing of this Declaration include the various phases and sections of:

- The Boulders at Crystal Falls;
- Grand Mesa at Crystal Falls;
- The Bluffs at Crystal Falls (aka Grand Mesa Section at Crystal Falls Section 4);
- The Fairways at Crystal Falls;
- The Highlands at Crystal Falls;
- Cap Rock at Crystal Falls;
- Cap Rock Estates at Crystal Falls; and
- Travisso.

1.20 **"Subdivision Architectural Control Committee"** means the architectural control committee appointed by the Subdivision Declarant during the Subdivision Development Period, that is to review and process applications for approval of First Residences (defined as the first residence to be constructed, erected or placed on any Lot and any Improvements constructed prior to or contemporaneously with the first residence) in any portion of the Taylor Morrison Property. Until a Subdivision Architectural Control Committee is established, Subdivision Declarant is the Subdivision Architectural Control Committee. After the expiration of the Subdivision Development Period, the Architectural Control Committee of the Association shall be the Subdivision Architectural Control Committee and in such event references herein to the Subdivision Architectural Control Committee shall mean the Architectural Control Committee.

1.21 **"Subdivision Limited Common Areas"** means such portion of the Common Areas designated by the Subdivision Declarant as limited to the use of all or designated Owners of the Taylor Morrison Property but not all members of the Association.

1.22 **"Subdivision Declarant"** means each Declarant for the Taylor Morrison Property, their successors, and assigns.

1.23 **"Subdivision Declaration"** refers to the Declaration of Covenants, Conditions and Restrictions executed by Subdivision Declarant, and all amendments and supplements hereto.

1.24 **"Subdivision Development Period"** shall mean the period during which the Subdivision Declarant intends to develop or sell any portion of the Taylor Morrison Property.

The Subdivision Development Period will end automatically at such time as Subdivision Declarant does not own any property within the Taylor Morrison Property. During the Subdivision Development Period, Declarant maintains certain rights further described herein including the right to facilitate the development, construction and marketing of the subdivision and the right to direct the size, shape and composition of the Taylor Morrison Property.

1.25 **“Taylor Morrison Property”** shall mean all portions of the Property conveyed to the Subdivision Declarant by deed, more particularly described on Exhibit C.

1.26 **“Voting Representatives”** shall mean and refer to the representatives selected by the Owners of Lots in a particular Subdivision, such representatives being responsible for casting all votes all votes attributable to Lots in that Subdivision for election of directors, amending this Declaration or the Bylaws, and all other votes of the Owners provided for in this Declaration and in the Bylaws unless such Owners’ votes are expressly made exercisable by the Owners themselves in the Declaration, Bylaws or other governing documents.

## **II. GENERAL PROVISIONS AND RESTRICTIONS**

2.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing; (a) no firearms shall be discharged in any part of the Property, (b) no explosives shall be kept or used in any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted, and (d) no toxic or hazardous substances shall be dumped or discharged into any part of the Property. Nothing shall be done or kept in the Subdivision, which would materially increase rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon.

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

2.03 Temporary Structures. No temporary or portable structure or building may be placed on the Property without the prior written approval of the Board, except for structures or buildings placed by the Subdivision Declarant. Temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction of residences and sales trailers may be approved by the Board.

2.04 Lot Division. During the Subdivision Development Period, no Lot in the Subdivision may be further subdivided, except by the Subdivision Declarant or with the consent of the Subdivision Declarant. After the expiration of the Subdivision Development Period, no Lot in the Subdivision may be further subdivided, except by the owner of the Lot with the written consent of Declarant or the Association.

2.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. Except for port- a-toilets, bladders and temporary holding tanks used during construction, all dwellings constructed in the Subdivision must have a sewage disposal system, including grinder pump, installed by the Owner to comply with the requirements of all appropriate governmental agencies.

2.06 Property Rights. Every Owner and the other owners on the Property shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) A right of the Association to charge reasonable admission, use, maintenance, and other fees for the use of any improvement now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use those facilities;
- b) The right of the Association to suspend an Owner's right to use the Common Area for any period(s) during which any Assessment against that Owner's Lot remains unpaid, and for infractions by an Owner or his tenants or invitees of the restrictive covenants contained in this Declaration and/or the Association's Bylaws, rules and regulations, or any other governing document, for the duration of the infraction;
- c) The right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the Property or portions thereof and Owners or Lots contained therein;
- d) The right of the Association, by majority vote of the board of directors, to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Area. The lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;
- e) The right of the Board, acting on behalf of the Association, to dedicate or transfer all or any portion of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;
- f) The right of the Board, acting on behalf of the Association, to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board has the authority to enforce the Declaration, Bylaws, rules and regulations and other governing documents by all appropriate means, including but not limited to the imposition of fines, damage assessments (for damages caused by Owner or his or her residents, guests, tenants or invitees) and liens. An Owner



found to have violated the Declaration, Bylaws, rules and regulations or other governing documents shall be liable to the Association for all damages and costs, including reasonable attorney's fees, collection costs, costs of court and other costs, and

- g) The right of the Association to charge a transfer fee to be set from time to time by the board (but not less than \$100) on each sale or transfer of a Lot. However, no transfer fee may be charged on lots sold by Declarant.

2.07 Easements and Access. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of the Subdivisions. Within these easements, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change or impede the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither the Association, Declarant nor any utility company using the easements herein shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners or others claiming through Owners, situated on the land covered by said easements. There is hereby created a right of ingress and egress across, over, and under the Property in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto. An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the applicable Subdivision plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement, which will significantly interfere with the intended use of the easement.

### **III. USE, MAINTENANCE, AND CONSTRUCTION RESTRICTIONS**

3.01 Architectural Control Committee. The Association is the master Association for Crystal Falls. However, the Association may have separate architectural control committees for each Subdivision. After the Development Period has ended, there will be separate ACCs for (i) Grand Mesa at Crystal Falls (all current and future sections, including Section 4, aka The Bluffs); (ii) The Boulders at Crystal Falls (all current and future sections); (iii) The Fairways at Crystal Falls (all current and future sections) and (iv) The Highlands at Crystal Falls (all current and future sections); and (v) Travisso (all current and future sections). After the Development Period has ended, the Board will appoint ACCs for the Subdivisions described in subparagraphs (i)-(v) of this Section 3.01. In the absence of such appointment by the Board, the Voting Representatives from the applicable Subdivision will serve as the ACC for that Subdivision. During the Development Period, the Declarant has the sole right to act as or to appoint all members of the ACC. The ACC shall be free from liability for actions taken within the scope of the ACC's function. No building or any structure or Improvement shall be constructed, erected or placed

on any Lot nor shall any exterior additions or changes or alterations be made prior to written approval by the ACC as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions.

When all of the Lots on the Property are sold by the Declarant (including any additional land which may become subject to the Restrictions pursuant to Section 3 .29 hereof) and the Declarant has no intention of adding any additional land to the Property (as evidenced by a statement in writing from Declarant to Board), or at any sooner time the Declarant so determines in a written statement delivered to the Board, the term of the initial ACC shall be deemed to have expired and the Board shall assume the duties of the ACC by appointing three Owners to serve on the ACC. In the absence of such appointment, the Voting Representatives for the subdivision shall serve as the ACC for the subdivision. Persons serving on the ACC shall serve until removed by the Board or until they resign. Any member may resign at any time for any reason and such resignation shall be effective upon notice thereof to the Board. The Board shall appoint subsequent members of the ACC within sixty (60) days.

3.02 Architectural Review Applications. Final plans and specifications, including site plan, must be submitted to and approved in writing by the ACC prior to any construction. In the event that a fully-completed ACC application is submitted as provided herein in the submittal manner designed by the ACC , and the ACC shall fail either to approve or reject, in writing, such application for a period of thirty (30) days following such submission, then the submittal is deemed to be denied. An ACC application is considered fully completed only at such time as the ACC provides written notice to the applicant that the application has been received and is considered complete. After providing written notice of complete application, should the ACC require further information, the ACC may provide written notice(s) of such to the applicant, and the 30-day timeframe automatically pauses (tolls) at the time such written notice is provided and resumes on the date the ACC receives the further information. Application fees may be charged in conjunction with any ACC submittals.

If the plans and specifications submitted to the ACC would require a variance under the dedicatory instruments, the submittal must identify the specific element in the plan for which a variance is requested, and must specifically request a variance for such element. Any variance granted must be in writing and must specifically state that a variance is granted. Approval of submitted plans that would require a variance, but for which a variance was not requested or for which a variance was not explicitly granted in the approval document, **is not effective to approve any element of the plans for which a variance is required under the dedicatory instruments, including without limitation in situations where a plan is deemed approved due to lapse of time.**

In addition to other considerations and criteria outlined herein and in other dedicatory instruments, in determining authorization or denial of plans, the ACC may in its discretion take into consideration any of the following items, without limitation: harmony with surrounding structures; effect on Association maintenance responsibility cost; adverse impacts on existing Lots; grading/drainage; opinion of surrounding Owners; location; materials; compliance with all restrictions applicable to the Association; the number and size of improvements on a Lot; exterior colors; dimensions; roof color; effect of plans on trees and other landscaping; shingle type; and other items in the sole discretion of the ACC. The ACC may require any additional information or reports they deem necessary to evaluate the application, such as engineer

reports. It is the Owner's responsibility to comply with all governmental permitting requirements. The ACC may require proof of proper permitting as a condition of application or approval.

**Plans submitted for approval must include:**

1. a detailed description of the proposed improvement. The description must include all of the following: dimensions, materials, color, and location;
2. a to-scale rendering of the proposed improvement detailing all dimensions of the proposed improvement (including length, width, and height (height is to be measured from grade/ground level)) and its location in relation to surrounding structures and boundary lines of the Lot;
3. a completed architectural application form (this form is promulgated by the Association); and
4. a description of any element of the plans that would require a variance under the dedicatory instruments and an express request for variance for any such element (*see above*).

3.03 Residential Subdivision. Except as expressly provided in this Declaration to the contrary, each Lot will (a) be used exclusively for single-family residential purposes and (b) contain only structures and improvements approved by the ACC that are compatible with and generally found in single-family residential subdivisions. No more than one primary residence may be constructed on each Lot.

In addition to one primary residence, the following Subdivisions may construct up to one (1) guest house per Lot, not to exceed 1,200 square feet, with the written approval of the ACC.

3.04 Motif; Building Materials; Dwelling Size; Foundations.<sup>2</sup>

- (i) The Bluffs at Crystal Falls Section 1, Phases 1A and 1C; Section 2, Phases 2A, 2B, 2D, 2E, 2F-A, 2F-B; and Section 3, Phases 3B, 3G, 3H, and 3I.

A. DECLARANT'S VISION: *Crystal Falls was once the site of the Whitestone Limestone Quarry. In fact, the remains of the quarry office still stand at the entrance to Grand Mesa at Crystal Falls. When the quarry was abandoned decades ago, a mosaic of huge limestone fragments were left to naturally weather in the elements. Declarant is making every attempt to artfully "recycle" thousands of these native rocks in high impact areas throughout Crystal Falls. Homeowners are encouraged to help amplify the "Old Quarry" theme in their landscape plan with native boulders, dry-stack rock tree wells and retaining walls, subject to the rules in this Subdivision Declaration and Subdivision Architectural Control Committee guidelines."*

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<sup>2</sup> Note to Client: These provisions in the two primary underlying documents (Grand Mesa Section 4, and Bluffs Section 1, Phases 1A-1C) differ in several ways, so we have separated them out here. This is a good opportunity to standardization, if the Board is comfortable with having identical requirements for both. Please review and let us know if the Board is interested in making these provisions uniform and, if so, which provisions to keep and which to get rid of (for example, exposed foundation requirements, setbacks, etc.).

All Improvements on the Lots shall be of traditional design, appearance and quality of construction and must be constructed of approved building materials. "Approved building materials" for exterior walls include only brick, stone, stucco, wood, wood siding or a "cementious" fiber planking product (not panels) like Hardi-Plank, and whatever other materials the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition) approves in writing. Prohibited exterior materials include exposed smooth-faced concrete blocks, plywood, vinyl (except for shutters), plastic, masonite sheeting and metal siding. Exterior building materials shall be approved by the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition). Each primary residential structure shall be constructed with a category five structured wiring package or approved equivalent. No building shall be higher than 37 feet in height from top of slab without prior written approval of the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition).

- B. Each primary residential structure shall contain the below specified amount of square feet of finished, heated, and air-conditioned living space, exclusive of porches (open or covered), decks, garages, and carports:

<i>Lot Size</i>	<i>Min. Sq. Ft.</i>	<i>Max. Sq. Ft</i>
<i>50'</i>	<i>1,400</i>	<i>2,600</i>
<i>60'</i>	<i>1,800</i>	<i>3,200</i>
<i>70'</i>	<i>2,300</i>	<i>NA</i>
<i>80'</i>	<i>2,900</i>	<i>NA</i>

The masonry requirements for all residences must meet the higher requirement of either the City of Leander, Texas or the following: All one-story residences must either have a minimum of three sides masonry or 75% of the total exterior wall area. All two-story homes must have a minimum of three sides masonry on the bottom floor and 100% on both stories of front elevation excluding places on the residence where it is not reasonable to support masonry (at the discretion of the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition)). Homes adjoining Osage Drive shall be constructed with 100% masonry excluding places on the residence where it is

not reasonable to support masonry (at the discretion of the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition)). "Masonry" includes brick, stone and stucco.

- C. Approved building materials for roofs are slate, non-reflective metal (dull finish), tile, dimensional composite shingles or built-up flat roofs. Wood shingles of any character are expressly prohibited. Composite shingles must have a minimum warranty rating of 25 years (meaning having a manufacturer's warranty of at least 25 years) constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown, weathered wood, or grey. Shingles in shades of red or blue are discouraged and require specific approval of the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition). All roof stacks and flashings must be painted to match the roof color. match the aesthetics of the Lots surrounding the Owner's Lot.

The Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) reserve the right to disapprove exterior elevations which they deem inappropriate for any reason, in its sole and absolute discretion, even though plans may comply with all other restrictions.

- D. Inappropriate architectural details which will not be allowed include; large areas of white surfaces, such as white stucco, excessively pitched roofs (greater than a pitch of 10/12), vivid exterior colors, diagonal siding, non-native stone, stone which appears to be glued on, exposed foundation walls, tall/massive elevations, stove pipe chimneys, enormous front door assemblies or imported or exotic architectural elevations. Approval of the Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) is required for all brick colors. Shades of bright red or pink brick are not allowed as a primary masonry material unless approved in writing by the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition).
- E. Approved colors of paint and stain for stucco and wood trim are earth-tone colors, such as cream, beige, brown, tan, gray, dark green, taupe, ecru, and other more neutral background colors; however darker colors, such as burgundy, bottle green, navy, rust terra cotta, and other deep tones may be appropriate. Muted pastels may be used only for accentuation of detail and to further enhance design motifs and are not approved for large areas. The intention is to avoid loud, obtrusive, excessively contrasting or bold colors and to use color to enhance the design as opposed to overwhelm the architectural effect.
- F. Exposed foundations shall be a maximum of 18 inches above finished grade on the front elevation, 36 inches on the sides outside the fence, and 48 inches inside the fence where not visible from the street. In areas where the

foundation is more than 48 inches, additional decking and/or landscaping is required for screening. Owners shall minimize the visibility of all exposed foundations with landscaping. Screening with plants is to be accomplished with initial installation, not assured growth at maturity. Required screening is at the discretion of the Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition). Exposed edges of sidewalks and porches must be concealed by the finish grading process as much as possible. Lots with extreme topography may be granted a variance. for larger rear exposed foundation by the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition) on a case by case basis provided proper screening techniques or decks are installed.

In addition to other considerations outlined herein and in the Bylaws, rules, and other governing documents, the Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) may, when considering approval or denial of plans, exercise discretion over building materials, exterior colors, building heights, building placement on a lot. roof color and shingle type, location of Improvements. height of Improvements (for example, fences and outbuildings) materials for Improvements. The Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) may take into consideration existing Improvements in the Subdivision in determining whether a proposed Improvement is harmonious with existing Improvements, and if not may deny approval for such a proposed Improvement.

(ii) Grand Mesa Section 4, also known as "The Bluffs"

- A. DECLARANT'S VISION Declarant strongly recommends that Owners choose architecture and design that incorporates the beauty and practicality of "classic" Texas Hill Country living. Declarant envisions masonry buildings of Austin white limestone with matching mortar, beige brick or stucco in an earth-tone shade. Broad overhanging eaves, long covered porches/verandas/balconies, semi-enclosed courtyards, outdoor covered passages and dwellings nestled in and among trees are appropriate elements. Exterior colors of paint and stain for stucco and wood trim are earth tone colors. "Earth-Tone" colors are rust, beige, gray, dark green, tan, brown, taupe, ecru, and other more neutral background colors, however darker colors, such as black, burgundy, bottle green, navy, rust terra cotta, purple, and other deep tones may be appropriate, but require ACC approval. Muted pastels may be used only for accentuation of detail and to further enhance design motifs, but may not be used for large exterior areas. The intention is to avoid loud, obtrusive, excessively contrasting or bold colors and to use color to enhance the design as opposed to overwhelm the architectural effect. Preferred roof materials are; standing seam metal and tile. Metal roof colors are copper, zinc, the earth tones previously described or natural metal colors. Composite shingles shall be of a continuous earth-tone shade or pattern. Preferred masonry details include segmented arched lintels, jack arches, one piece stone lintels, and sloped stone sills.

- B. Inappropriate architectural details which will not be allowed include; large areas of white surfaces, such as white stucco, excessively pitched roofs, vivid exterior colors, diagonal siding, non native stone, stone which appears to be glued on, exposed foundation walls, exposed white or bubble skylights, tall/massive elevations, stove pipe chimneys, enormous front door assemblies or imported or exotic architectural elevations. ACC approval is specifically required for all brick colors.

For additional information and background on Hill-Country architecture, the ACC may, upon request, provide Owners and builders a bibliography list of reading material to aid in design.

- C. Building design. All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include only brick, stone, stucco, wood, wood siding or a cementitious-fiber planking product (not panels) like "Hardi-Plank", and whatever other materials the ACC approves in writing. For purposes of this declaration, only brick, stone and stucco are considered "masonry". Plastic/Synthetic shutters are prohibited. Shades of Red or Pink Brick are not allowed as a primary masonry material unless approved in writing by the ACC. Reflective metal or corrugated metal is only permissible as an exterior wall covering if approved in writing by the Declarant or ACC. Each primary residential structure shall contain not less than 3,000 square feet under roof and have a minimum slab width of sixty feet (60'), unless a variance is granted by the ACC due to topographic limitations. Each primary residential structure shall be constructed with a category five structured wiring package or approved equivalent. No building shall be higher than three (3) stories and/or forty-five feet (45') in height from highest point of slab unless ACC approval is obtained by variance due to topography (the intent is to protect view corridors for all homeowners).

- D. Masonry Requirement: Minimum three (3) sides masonry or 75% of total exterior wall area.

Calculations for masonry requirement percentages do not include doors, recessed entryways, windows, dormers, gables & other architectural features. If any building is set on blocks or piers, it shall have an outside perimeter skirt of brick, rock or concrete on all sides. If the City of Leander imposes higher masonry requirements on new construction, then, that higher requirement will be in effect for purposes of these restrictions. Declarant or ACC may at its sole discretion grant a variance from the 75% masonry requirement if in its sole discretion the plans submitted would, as-built, be in keeping with the aesthetics of the community or would otherwise be an asset to the community. Such variance must be in writing in accordance with Section 3.38.

- E. Approved building materials for roofs are slate, non-reflective metal (dull finish), tile, dimensional composite shingles or built-up flat roofs. Wood shingles of any character are expressly prohibited. Composite shingles must have a minimum warranty rating of twenty-five (25) years (meaning having

a manufacturer's warranty of at least 25 years) constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown weathered wood or grey. Dark Green or Forest Green will also be allowed on heavily wooded Lots with ACC approval. Shingles in shades of red or blue are discouraged and require specific ACC approval. All roof stacks and flashings must be painted to match the roof color.

The ACC has the right to disapprove exterior elevations, which it deems inappropriate for any reason, in its sole and absolute discretion even though plans may comply with all other restrictions.

- F. A guest house/servants quarters or workshop having no more than 1,200 square under roof, located to the rear of the primary residence, will be permitted on each Lot so long as it otherwise conforms to all restrictions and is constructed after completion of the primary residential structure. The exterior design, construction, and overall appearance of the primary residence and of any guesthouse or workshop must be single-family residential.
- G. Not more than three feet (3') of vertical surface of concrete slab of any unit shall be exposed on the front and sides of homes. Six feet (6') of exposed foundations are allowed on the rear or back side of homes. Owners will screen any exposed foundation over three feet (3') in height with either decking or landscaping. Required screening at foundations facing roadways is at the discretion of the ACC. Screening with plants is to be accomplished with initial installation, not assured growth at maturity.
- H. Location of house designs should be carefully reviewed to avoid excessive repetition in the street scene. The intent is to avoid the negative "look-alike" effect of frequent repetition, but still allow sufficient latitude in satisfying market demand.

If a plan is to be repeated with the same front elevation design, it must not occur more frequently than every sixth consecutive lot. Thus, where this situation exists, at least four other homes must occur between the next repeated front elevation. Masonry and trim color in this situation must be different. If a plan is to be repeated with a different front elevation design, it must not occur more frequently than every fourth lot. Thus, at least two other homes must occur between the next repeated floor plan with a different front elevation design. Masonry color must be different. Lots across the street from one another shall be treated as the same for purposes of determining the location of floor plans and elevations; but under no circumstances shall the same floor plan and/or elevation be across the street from one another.

The Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) reserve the right to reject an elevation that closely resembles that of a nearby house or in any way detracts from the overall street scene. Additionally, identical uses in masonry type and color and siding color are generally prohibited on homes which are adjacent to one another.



- I. Minimum Setback Lines. No structure of any kind and no part thereof shall be placed within the setbacks shown on the Subdivision plat.
1. Front of Lot. For the purpose of this Subdivision Declaration, the front of each Lot shall be the property line abutting the street of the Lot's address. Unless otherwise approved in writing by the Subdivision Architectural Control Committee, each main residence building shall face the front of the Lot.
  2. Drainage Easements. There is no setback requirement for drainage easements.
  3. Setback Variance. If the Subdivision Architectural Control Committee determines that the setback distance from any front, rear or side line is impractical due to topography, grade or other conditions, then the Subdivision Architectural Control Committee has the authority to change the required setbacks for that Lot.
  4. The following Improvements are expressly EXCLUDED from the side and rear setback restrictions as shown on the Subdivision plat
    - Structures below and covered by the ground, including utility facilities approved by the appropriate governing entity.
    - Steps, walks, driveways and curbing.
    - Planters, walls, fences or hedges, not to exceed nine feet in height. (Walls and fences not to exceed six feet in height.)
    - Landscaping.
    - Any other Improvements approved in writing by Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition).
    - Any other improvements approved in writing by the ACC. Roofed structures may not be approved, other than Guardhouses and Front entry Gatehouses, or access gate mechanical structures.

3.05 Garages. DECLARANT'S VISION *Declarant strongly encourages owners to construct three car garages or two car garages oversized for large sport utility vehicles, trucks or boats. If three cars are not required, the additional garage space can be used for bicycles, lawn equipment and storage. Due to the Subdivision's proximity to the golf course, a two-car garage with a third golf cart sized door is also recommended.*

- A. Two Car Minimum: All residences must have an enclosed garage, architecturally similar to the residence. The garage must be at least a two-car garage with a minimum of twenty feet (20') in depth and an outside adjacent concrete parking pad immediately in front of the garage sized and located to accommodate the parking of two full-sized automobiles without affecting the ingress and egress to the garage. The intent is for every Owner to be able to park at least two cars in the garage and two guest vehicles outside of the garage or other approved location without affecting access into the garage. A paved concrete parking area for two guest vehicles apart from the garage is required. This concrete guest vehicle

parking area will not meet the driveway turnaround requirements of Section 3.07(B). Under no circumstance may any vehicle be parked or stored on non-paved areas of any lot. The ACC reserves the right to approve plans without parking pads for two guest vehicles if the home features a circular drive in addition to the drive accessing the garage. Garages may be either attached or detached; detached garages are encouraged and will be approved. This paragraph shall not prohibit the construction or use of carports or porticos in addition to the garage, which are architecturally similar or complimentary to the residence. All garages must be side loading or rear loading. Garage doors may not face any street unless on a corner Lot, or unless approved by the ACC.

- B. Use: No garage may be enclosed for living or used for purposes other than storage of automobiles and other common residential uses, unless another approved garage is built, and all garage doors shall be kept closed when not in use.

3.06 Driveways. Driveways must be a minimum of broom-finish or smooth trowel concrete and contain space for two conventional passenger cars in the driveway without encroaching into public right-of-way or sidewalk areas. Maximum exposed surfaces on driveways shall not exceed 12 inches in height or must be treated as a vertical wall and veneered in masonry or screened with permanent landscaping. Driveway apron must be "saw cut" (not broken), and transitioned cleanly into existing curb and gutter. Asphalt driveways are not allowed.

Detached garages are encouraged and may abut the rear 15-foot setback.

3.07 Driveway Requirements.

- A. Construction Driveways, Construction Vehicle Parking. Prior to commencement of any construction activity, each Owner, shall install an all-weather driveway from the paved portion of the private roadways to the dwelling slab location. A temporary culvert must be installed in any bar ditch if water flow may be diverted, stopped or backed-up due to construction drive material. The culvert must be sized to accommodate the existing water flow and must not back up water in any way. In addition, a parking area must be installed sufficient to park all builder and contractor vehicles during construction. Construction Driveways and parking areas shall be made of six inch (6") minimum of compacted crushed limestone or dust-free granite gravel or other suitable, all weather roadbase material obtained from a quarry, pit or commercial excavation site. Common caliche material is not acceptable under any circumstances. The construction driveway will be insufficient if vehicle tire tracks and/or mud are left on roadways during periods of wet weather. Every Owner will be responsible for clean up of its construction activities, on roadways or otherwise. After any warning from the Declarant or Association for the tracking of mud onto roadways, the owner shall be immediately be required to install a stabilized construction entrance built to City of Austin Construction Standards. The first thirty feet of this stabilized construction entrance shall include six inches (6") of "bull rock" or nominal two inch (2") diameter crushed stone at a minimum of ten feet (10') in width, for a total of 5.5 cubic yards of rock.

- B. Permanent Driveways – Each Owner shall construct and maintain at his expense a concrete driveway with a minimum width of ten feet (10') from the garage of his residence to the joint use driveway section constructed by the Declarant, located at the property line adjoining Crystal Falls Parkway. Each driveway and home must include a concrete turnaround, separated from the quest and vehicle parking areas, between the parking area and the street. The turnaround must be constructed at a right angle to the driveway and have minimum dimensions of to-feet by 18-feet (10'x18') on each homeowner's side of the joint-use driveway. Turnarounds are not to be used for parking or storage, and are to be available at all times for turning a vehicle to allow only head-in access onto Crystal Falls Parkway, as backing onto Crystal Falls Parkway is prohibited. Driveways, turnarounds, and parking areas must be a minimum of broom-finish or smooth trowel concrete. Maximum exposed surfaces on driveways shall not exceed twelve inches (12") in height or must be treated as a vertical wall and veneered in masonry or screened with permanent landscaping. Driveway apron must be "saw cut" (not broken), and transitioned cleanly into existing joint use driveway section. No asphalt driveways shall be permitted except on certain Lots that require driveway approaches longer than one hundred fifty feet (150') and only as approved by the ACC.

Circular drives are encouraged unless excessive amounts of existing trees would be sacrificed. Under no circumstances may an entire front yard be paved as a driveway. A minimum of seventy-five percent (75%) or a front yard is to be planted in shrubs, ground cover, trees or turf when a turnaround drive or motor court is used. Stamped and colored concrete, interlocking pavers, concrete with brick boarders, and exposed aggregate concrete paving may be used with written approval from the ACC.

- C. Concrete Parking Pad: All driveways shall have a two-car concrete parking pad as described in 3.07(B).

### 3.11 Fencing and Walls.

- (i) The Bluffs at Crystal Falls Section 1, Phases 1A-1C; Section 2, Phases 2A, 2B, 2D, 2E, 2F-A, 2F-B; and Section 3, Phases 3B, 3G, 3H, and 3I.<sup>3</sup>

The Subdivision Declarant seeks and encourages a uniformity of appearance in height and materials of all fences and walls. Therefore, no fence shall be painted or stained without approval of the Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition). All fences and walls must be fully repaired and maintained in a presentable manner as interpreted by the Architectural Control Committee. Any

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<sup>3</sup> Note to Client: The "fencing and walls" provisions of the two primary underlying documents (Grand Mesa Section 4, and Bluffs Section 1, Phases 1A-1C) differ in several ways, so we have separated them out here. This is a good opportunity to standardization, if the Board is comfortable with having identical requirements for both. Please review and let us know if the Board is interested in making these provisions uniform and, if so, which provisions to keep and which to get rid of.

fence or wall that leans out of line with an adjoining fence or wall is specifically in need of immediate repair. "Out of line" will be further defined as any portion of a fence or wall that leans so that the fence or wall's axis is more than five degrees out of perpendicular alignment with its base. Any repair or replacement of a fence or wall shall be made in the same manner in which it was originally constructed. Security fencing shall be subject to the Association's Security Measures Policy.

All fences must comply with the following:

- A. Perimeter Fences Along Osage Dr. Some fences along the platted landscape easements and the right of way along Osage Dr. within the Subdivision will initially be constructed by Subdivision Declarant, and then owned and maintained by the Association. Owners cannot alter, change, block or remove these fences and shall provide reasonable access for maintenance and repair as deemed necessary by the Architectural Control Committee.
- B. Interior lot Privacy Fencing. Fences between Lots must be of vertical cedar plank construction six feet in height with no gap between pickets and must be constructed enclosing the back yard. All pickets shall be 1 x 6 specification with "dog ear" trim on top. All posts on interior fences must be 4 x 4 "wolmanized" cedar set in a minimum of 18 inches of concrete. Fences must align with lot lines. It is customary, but not mandatory, for adjacent owners to share the maintenance cost of fences erected along property lines.
- C. Corner Lots, Fences Facing Streets, Fences Adjoining Parkland and Common Areas. All corner Lots or Lots that have fences facing any street. Common Areas, hiking trail, parkland, commercial reserves or water detention ponds shall have "interior lot fences" as described above in Section 3(B). (with the exception of dog ear planks), but must additionally have cross members or horizontal board that face inward (to the lot being fenced) so that only the vertical board are visible from any street. Additionally, these fences must be top capped with 2' x 6' timber on square top pickets installed with screws or anodized ring shank nails.
- D. Masonry Fences and Walls. Masonry fences and walls of rock, brick or stuccoed block may be installed as interior lot privacy fencing with written approval of the Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition).
- E. Chain Link. Chain link fencing is not allowed as a fence material and may only be used as a dog run or pet enclosure that is lower than five feet in height, located inside of the building setback lines and not visible from any street. Barbed wire, slick wire, goat wire, hog wire, cattle panels or electric fencing are not allowed.

No fence shall extend nearer to the front street than the front wall of the residence.

(ii) Grand Mesa Section 4

- A. In the interest of protecting the viewsapes and encouraging a uniformity of height and materials, any fencing desired by owners must be of non-solid see-

through steel pickets, commonly called wrought iron. All steel picket fences shall be black and constructed as depicted in the Landscape Guidelines of the Association. Steel picket fences shall be either four (4'), five (5') or six (6') feet in height. No materials (i.e. screening, wire mesh) shall be attached to the steel picket fence. Solid, vertical board fencing is not allowed. The Declarant strongly encourages owners to avoid erecting fences solely to demark property lines. The community intent is to leave the hillsides in their most natural state, minimize fencing in general and save and encourage vegetation along lot lines. If desired, visual privacy shall be accomplished through a combination of steel picket fencing and landscaping or ornamental vine plantings. Electronic "Invisible Fencing" for securing family pets is also encouraged. Security fencing shall be subject to the Association's Security Measures Policy.

- B. Walls may be built in some situations with specific ACC approval provided that they are of limestone or approved natural rock and do not obstruct views in any manner. Limestone columns may also be used in combination with ornamental iron/steel pickets. In this instance, columns shall be made of eight inch (8") cut limestone, with three inch (3") limestone cap, and will not exceed fifty feet (50') on center (see Landscape Guidelines, a copy of which are available from the Association office.)
- C. Sharing of Fence Costs of Property Line Fencing. It is customary, but not mandatory, for owners to share costs of fences along property lines.
- D. All fences and walls must be fully repaired and maintained in a presentable manner as interpreted by the Committee. Any fence or wall that leans out of line with an adjoining fence or wall is specifically in need of immediate repair. "Out of Line" will be further defined as any portion of a fence or wall that leans so that the fence's or wall's axis is more than five (5°) degrees out of perpendicular alignment with its base. Any repair or replacement of a fence or wall shall be made in the same manner in which it was originally constructed.
- E. Fencing required for horse paddocks and pens may vary from the steel picket requirement with ACC approval.

3.12 Sidewalks and Entry Walks. Private sidewalks and entry walks within Subdivision boundaries shall be constructed of a minimum of broom-finish or smooth trowel concrete finish, be four feet in width, located within public right-of-ways, and constructed according to City standards. Street sidewalks must have 24 inch clear minimum passage area around fire hydrants, tree wells or other structures located with right-of-way. When constructing street sidewalks Owner/builder will take care to meander or curve sidewalks around trees to create a more natural streetscape. The area between the sidewalk and curb will be sodded prior to occupancy and will be maintained in a manner consistent with the yard. Entry sidewalks must be 36 inches minimum width. Entry sidewalks may not run longer than 20 feet without a change in direction and must be concealed by the finish grading process as much as possible.

3.13 Sports/Recreational Facilities. Swimming pools, children's play structures, swing sets and similar permanent or semi-permanent sports/recreational facilities must be located to

the rear of the primary residence on a Lot and not readily visible from the street. Basketball, sport courts and tennis courts must be located behind the primary residence and will not be illuminated for nighttime play, unless approved by the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition). Portable basketball goals on wheels must be located no more than 10 feet<sup>4</sup> from the garage and shall never be located on any street. Additionally, the Architectural Control Committee reserves the right to limit the quantity or direct the placement of children's playground equipment that it deems excessive or inappropriately located on Lots contiguous to the Common Areas.

3.14 Business Activities. No part of the Property shall be used or improved for any purpose except for one detached dwelling unit for one family per each respective Lot, in conformity with this Declaration, the ACC Rules, and all applicable State, County and Municipal laws, rules, regulations, codes or ordinances. Provided, however, "Home Occupations" accessory to residential use, as permitted in single family residential zoning districts under the zoning jurisdiction of the City of Leander, Texas, shall be permitted on the Property, but only to the extent that any such Home Occupation is in compliance with the applicable zoning regulations of the City of Leander, as amended, and is additionally in compliance with the following limitations:

- A. The Home Occupation shall be conducted entirely within a Dwelling Unit which is the bona fide residence of the practitioner(s).
- B. No person other than a family member who resides in the Dwelling Unit shall participate in the Home Occupation on the premises.
- C. The residential character of the Lot and Dwelling Unit shall be maintained. Neither the interior nor the exterior of the Dwelling Unit shall be structurally altered so as to require compliance with non-residential construction codes to accommodate the Home Occupation. No additional Improvements shall be added on the Property to accommodate the Home Occupation.
- D. The Home Occupation shall not generate customer related vehicular traffic in excess of three vehicles per twenty-four hour day. Vehicles per twenty-four hour day does not mean that same vehicle may come and go an unlimited number of times in a twenty-four hours day. For example and without limitation, if tutoring services were provided out of a home, assuming each child comes in a different car and gets dropped off and the later picked up, only one child could be tutored per day. Any more would generate more than three vehicle visits to the Property per day.
- E. No direct selling of merchandise shall occur on the Property.
- F. No equipment or materials associated with the Home Occupation shall be displayed or stored where visible from neighboring property or from any street.
- G. The Home Occupation shall not produce external noise, vibration, smoke,

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<sup>4</sup> Note to Client: Of the two primary underlying documents (Grand Mesa Section 4, and Bluffs Section 1, Phases 1A-1C), one says 10' and one says 20'. We have standardized it to 10' but can revise if desired.

dust, odor, heat, glare, fumes, electrical interference or waste run-off outside the Dwelling Unit.

- H. No vehicle used in connection with the Home Occupation which requires a commercial driver's license to operate shall be parked on the Property or on any street adjacent to the Property.
- I. The Home Occupation shall not be advertised by any signs on the Property, nor shall the street address of the Home Occupation be advertised through signs, billboards, television, radio or newspapers.
- J. Nothing herein shall be construed to allow the following businesses or occupations as Home Occupations, and the following business activities are expressly disallowed: animal hospitals, animal breeding, clinics, hospitals, contractors' yards, dancing schools, junk yards, lodging-house residential uses, massage parlors, restaurants, rental outlets, or vehicle repair shops.
- K. Model homes used exclusively for marketing and selling of homes within the community are allowed with Declarant approval.

3.15 Maintenance of Lots. Any Owner or occupant of any residence shall have the duty of and responsibility for keeping the Property 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 be 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 Property, prompt replacement of dull and/or peeling paint from the exterior of the Improvements; 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 ACC. Owners must comply with the Landscape Guidelines, a copy of which is available from the Association. If no Improvements have been built or are under construction, Owners need not install landscaping in accordance with the Landscape Guidelines, but at all times Owners must keep their Lot in a neat and attractive appearance. However, if any Improvement is made (including earth moved/disturbed by construction activity or in preparation for construction activity), the Landscape Guidelines must be complied with. Each Owner shall keep all landscaping on his/her Lot watered, cultivated, pruned, and free of weeds. The ACC has sole discretion to determine whether a Lot is being maintained in a neat and attractive appearance.

3.16 Landscaping and Lawn Maintenance.

*DECLARANT'S VISION: The Subdivision is located near the site of Whitestone Quarry. The remains of the quarry office now houses a mail center at the entrance to Grand Mesa at Crystal Falls. When the quarry was abandoned decades ago, a mosaic of huge limestone slabs were left to naturally weather in the elements. The developers are making every effort to artfully recycle thousands of these rocks in high impact areas throughout the community. Homeowners are encouraged to help amplify the "old quarry" theme in their landscape plan with boulders, dry stack entries, retaining walls and limestone edgings around large tree stands. The landscape goal of each home site is to have it blend in with its neighbors and the surrounding environs. The front yard should have an amorphous, natural looking landscape that blends uniformly with the neighbor's landscape. The sod, grasses and plants should be massed and curvilinear, mimicking nature. Simply planting sod from property line to property line and creating a*

*grid like street scene should not be the goal. The community motivation should be towards retaining the natural look and feel of the hill country.*

Any Owner or occupant of any residence shall have the duty of and responsibility for keeping the property 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 be limited to: maintenance of all visible exterior surfaces of the Improvements and prompt removal of paper, debris, and refuse; removal of any grease/oil stains from driveway or roadway; removal of dead and diseased trees and plantings from the property, and prompt replacement of dull and/or peeling paint from the exterior of the Improvements. 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 any public or private roadway cultivated, pruned, watered, mowed and free of trash, weeds and other unsightly material. The Association has discretion to determine whether a Lot is being maintained in a neat and attractive appearance.

Owner shall promptly treat oak trees on their Lots that show symptoms of oak wilt or other life-threatening diseases in a manner consistent with good horticultural practice.

3.17 Retaining Walls and Decorative Rock Features. The Subdivision Architectural Control Committee (as to a First Residence) and the Architectural Control Committee (as to a Renovation or Addition) shall be entitled to require the construction of retaining walls on each Lot, the location of which shall be determined by the Subdivision Architectural Control Committee (as to a First Residence) or the Architectural Control Committee (as to a Renovation or Addition) in its sole and absolute discretion. Retaining walls visible from the street shall be constructed in dry-stack or mortared limestone. Retaining walls faced in limestone are required at any driveway slope cuts which results in slope steeper than 1:3 gradient. Retaining walls not visible from any street may be constructed with landscape timbers or other approved material which is structurally engineered to withstand the weight and load of the specific retaining wall. The maintenance and repair of any retaining walls, including retaining walls that are constructed in whole or in part in the private street right-of-way, shall be the sole obligation of the Owner of the Lot on or adjacent to which the retaining wall is located. This does not apply to walls constructed by Subdivision Declarant during road construction which will be maintained by the Association. The Owner's failure to maintain any retaining wall located upon the Owner's Lot in good repair shall be a violation of this Subdivision Declaration, subject to the Association's powers of enforcement granted by the Subdivision Declaration. Any rock features or walls installed by Subdivision Declarant regardless of location may not be removed or altered without Association or Subdivision Declarant approval in writing.

3.18 Wastewater Grinder Pump Specifications. Specifications for Wastewater Grinder Pumps (sometimes referred to as "grinder pump") are included in **Exhibit D**. The Owner or occupant of a Lot containing a grinder pump shall operate and maintain the grinder pump servicing the Owner or Occupant's Lot in good condition and good working order at all times. The duty to maintain the grinder pump shall include repair and replacement of the grinder pump. Neither the Association nor any government entity (including the City of Leander or the Texas Commission on Environmental Quality) has any duties with regard to these grinder pumps, the grinder pump being the sole responsibility of the Owner. The duty to operate and maintain the grinder pump in compliance with this Section 3.18 shall be a covenant running with the land. If, in the opinion of the Association, the Owner or occupant is failing in any duty or



responsibility including maintenance and repair duties outlined in this Section 3.18 or elsewhere in the Declaration, Bylaws, Rules or other governing documents, 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, properly functioning, 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 care work and shall promptly reimburse the Association for the cost thereof. If the Owner fails to reimburse 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 an Assessment secured by the Association's 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.

3.19 Litter, Rubbish and Debris. No litter, refuse piles, rubbish, debris, or trash (other than that to be timely picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render that Lot or any portion thereof unsanitary, offensive detrimental or a nuisance to any other nearby property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers with tightly fitting lids; and except at times of pickup, such containers shall be kept to the rear of each residence. No trash may be put out more than twelve (12) hours prior to collection. All trash containers shall be returned to the rear of the residence within twenty-four (24) hours after pickup and must be stored out of view from adjoining streets, residences and common areas. All Owners desiring street- side trash pick- up, hereby agree to contract with a common trash disposal service chosen by the Declarant or the Association after competitive bids are secured and reviewed by the Declarant or the Association. The purpose of the contract review will be to provide a savings to all Owners through a "bulk" Property-wide contract. Trash may be collected at least weekly and under no circumstance shall trash be disposed of through burning or burying on any Lot.

3.20 Mobile Homes/PODS. Except as provided herein, no mobile homes, modular homes or manufactured housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time. Sales or construction trailers approved by the Declarant will be allowed. Portable units used for moving, such as "PODS," must be removed within five (5) days from their drop off, and must be placed off the roadway and on the Owner's Lot.

3.21 Peripherals, Screening. Outbuildings, sheds, firewood piles, storage piles of other materials, storage facilities, mechanical equipment, clotheslines, and other peripherals allowed hereunder must be located in the rear of the Lot and screened so that the same are not readily visible from the street(s) abutting the Lot on which the same are located.

3.22 Noise. No loud 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 portion of the Property

3.23 Livestock, Livestock, Domestic Pets. Grazing, & Barns. Permitted types of livestock include horses, donkeys and mules. These animals will be allowed at a density of one animal per 2.5 acres owned (either in a single lot or contiguous combined Lots). No poultry,

cattle, swine (including pot-bellied pigs), sheep, goats, birds or any wild animals shall be permitted, nor shall any cattle feeding, fowl feeding or other feed lot or commercial operations, expressly including commercial kennels. Open grazing of animals personally owned by any Owner shall be allowed only in fenced areas of that Owner's Lot and shall be limited to a frequency and duration that will allow continued growth of grasses and forage and will not cause or contribute to soil erosion and/or damage to trees and shrubs. The owner of any animal must restrict the movement of animals to that Owner's Lot or Lots.

Any stables, barns or run areas must be constructed of new materials similar in quality to the main residence. Common plywood for exterior construction is expressly prohibited. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas as well as the raising and keeping of animals shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonably free of insects refuse and waste at all times.

A maximum of four (4) dogs and/or cats, exclusive of unweaned offspring, (domestic pets) will be allowed on any Lot. No animal shall be allowed to roam or run at large, to make an unreasonable amount of noise or to become a nuisance. Enclosed dog runs and doghouses must be behind the primary residence and not readily visible from roadways.

3.24 Commercial Trucks. Tractor-trailer type trucks, dump trucks, other trucks larger than one (1) ton, other similar large commercial-type trucks or construction machinery or equipment shall not be parked on any Lot at any time, except temporarily while such machinery or vehicle is being used to construct improvements on the Property. No such vehicles, trucks or machinery may be left overnight on any street on the Property. This provision is not intended to prohibit commonly available residential vehicles, including large pickup trucks, provided they are not used primarily for residential purposes and do not display and commercial signage.<sup>5</sup>

3.25 Construction Activities. Construction activities shall not be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that plans for such construction are approved by the ACC and is pursued to completion with reasonable diligence. In no event shall any improvement be allowed to remain uncompleted for more than one year after construction has begun. During construction of any structure, the Owner must require its contractors to keep adjoining roadways, roadway easements and thoroughfares free from debris and mud. No construction material of any kind may be placed on another Lot or on the roadway for any amount of time.

All builders/contractors shall provide convenient access to portable toilet facilities for all employees and sub-contractors. In the event that construction upon any Lot does not conform to the requirements set forth herein or otherwise does not conform to usual good construction practices in the area as determined by Declarant and/or the ACC in its/their sole judgment, Declarant and/or the ACC shall have the authority to order it to stop and if it does not cease, to seek and obtain an injunction to stop such construction. If during the course of construction on any Lot there is wind-blown debris and/or excessive accumulation of debris of any kind which

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<sup>5</sup> Note to Client: Last sentence added per comments to initial draft.

becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then Declarant and/or the Association may arrange for such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. An Owner shall additionally be responsible and liable for the cost of any and all damage to the Property caused by the Owner's or his contractor or subcontractors, including but not limited to: Common Areas, roadways, gates, signs, streetlights and fences. Amounts due to the Association hereunder are due on demand. If such sums are not paid within thirty (30) days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due hereunder, and all costs of court, other costs and fees, including late fees and reasonable attorneys' fees and said amounts will be a lien against the Lot enforceable in accordance with these Restrictions. All construction activities must be conducted in such a way as to not unreasonably inconvenience or disturb other Owners, or any Owner on the Property. The Board and/or Declarant reserves the right to assess fines against an Owner and the Owner's Lot related to construction activity infractions outlines herein or in the Bylaws, rules or any other governing document.

3.26 General Rules: Construction Practices.

- 1) No construction is to commence until written approval is given by the ACC.
- 2) Speed limit is 25 miles per hour for all construction vehicles.
- 3) General cleaning of construction site must occur daily.
- 4) Lots adjacent to a job site are not to be encroached upon with silt fences, debris, building materials or trash bins.
- 5) As each Lot is private property, construction workers are not allowed on any other Lot other than their own job site.
- 6) No changing of oil or fluid on any vehicle, motor or equipment on a Lot is allowed.
- 7) Concrete supplies and contractors must not clean their equipment on any Lot other than the jobsite or at designated cleanout area.
- 8) No removing of plant material, topsoil or similar items from any other Lot is allowed.
- 9) Temporary construction signs shall be limited to one sign per site. (See Section 3.29)
- 10) No burning of any type is allowed.
- 11) No construction materials (including dirt, gravel, wood, brick, etc.) may be placed on a roadway for any length of time.
- 12) No parking of construction vehicles and equipment is allowed anywhere except on a roadway or parking area of the Lot upon which work is being performed. Vehicles parked on a roadway may not have any part of the vehicle extending off of the roadway (for example, no tire may be off of the roadway itself - a vehicle cannot be parked partially on the roadway and partially on a Lot.)

3.27 Camping. No overnight camping will be permitted.

3.28 Stored Motor Vehicles, Junk. Non-operational, unused or unlicensed motor vehicles may not be stored on any Lot or street on the Property unless enclosed in the garage on such Lot. An unused motor vehicle is one which is not in daily use on public streets. An unlicensed motor vehicle is one without a current, valid state inspection sticker and license plate. No junk, refuse or debris of any kind or character, may be kept or allowed to remain on any Lot. Accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall not be kept on any Lot other than in a garage. Storage of equipment or construction materials on a Lot is strictly prohibited. Any vehicle under repair or any vehicle that is being restored must be kept in a garage.

3.29 Signs. Unless otherwise provided herein only signs, billboards or other advertising devices displayed by Declarant (or any related real estate entity controlled or permitted by the Declarant) shall be displayed to the public view on any Lot or the Common Areas, except:

1. *"For Sale" signs - improved property*. During and after the Development Period, Realtors or Owners' Representatives may display one (1) for sale sign of not more than sixteen (16) square feet on a Lot improved with a residence to advertise the Lot and the residential structure situated thereon for sale;
2. *Builder signs*. During the Development Period only, Builders may place one temporary construction sign only to aid contractors on locating the site on lots under construction. Builder signs shall be no larger than 16 square feet. No builder signs are allowed until construction has commenced.
3. *"For Sale" signs - unimproved property*. No "For Sale" signs may be placed upon any unimproved Lot by individual Owners, Realtors, Builders or any other person or entity other than Declarant during the Development Period. Declarant may authorize such signs to be posted by others, but such authorization must be in writing and may be revoked at any time. After the Development Period has ended, one "For Sale" sign of not more than 16 square feet is allowed to advertise an unimproved Lot.
4. *Common Area signs*. The Association may display such signs, as it may deem necessary for the efficient use of the Common Areas or beneficial to the members. Only signs approved by the Association may be placed in the Common Areas.
5. *Signs in medians/right- of-ways*. No signs of any nature, other than those permitted by the Declarant for the purpose of directing traffic for new home and lot sales, shall be located in the esplanades and right of ways.
6. *Signs relating to scholastic activities*. During and after the Development Period, one sign per child in support of the Lot Owner's or resident's child's or children's scholastic or athletic activities is allowed on a Lot.
7. *"For rent"/"For lease" signs*. During the Development Period, no "For Rent", "For Lease", "Short Sale" or "Foreclosure" signs are allowed on any Lot. After the Development Period, Owners or Owners' Representatives may display one (1) for rent or for lease sign of not more than sixteen (16) square feet on a Lot advertise the home thereon for rent or lease.

8. *Sign removal.* Declarant or Association specifically is granted the right to enter on any Lot to remove signs not permitted by these Restrictions.
9. *Political signs.* Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Lots for all local, state, or federal election purposes, provided that they meet the following criteria:
  - i. Only 1 sign per candidate or measure is allowed.
  - ii. Maximum sign size may not exceed 4 feet by 6 feet.
  - iii. Signs must be ground-mounted. No sign may be mounted on any exterior part of the Dwelling, garages, patios, fences, or walls.
  - iv. Signs may be posted not more than 90 days prior to the election date and must be removed within 10 days after the election date.
  - v. Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
  - vi. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
  - vii. No sign may involve the painting of architectural surfaces.
  - viii. No sign may threaten public health or safety or violate a law.
  - ix. No sign may contain language, graphics, or any display that would be offensive
  - x. The sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.
  - xi. Political signs are prohibited on any Common Area or facility owned by the Association, including any public or private street right of way utility easement.

No signs of any character displayed on the Property shall be of the "home made" variety, and all signs displayed must be neat and orderly in appearance. No sign or banner of a derogatory or negative nature will be allowed at any time anywhere on the Property. Only those signs described in this Section 3.29 are allowed on the Property. These restrictions also apply to signs in windows and affixed to homes.

3.30 Sight Distance at Intersections. No fence, wall, hedge or shrub, which obstructs sight lines of any street, shall be placed or permitted to remain on any Lot.

3.31 Land Clearing. Cut or piled brush on occupied Lots must be disposed of within twenty- four (24) hours of cutting. Approved disposal methods are: on site chipping or hauling to an off- site location for burning or composting. No burning of brush is allowed on the Property or in the City of Leander. All landscaping on all Lots (other than Common Area) must comply with the Landscape Guidelines of the Association.

3.32 Water Run-off, Interior Lot Drainage, Silt Management & Vegetative Filtration Strips ("VFS"). Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water run-off

to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch or Common Area. Since the majority of the Lots are wooded, the developer will not be grading Lots. It will be the responsibility of each builder and owner to provide adequate drainage for each lot. Caution should be used to ensure that all the Lots have positive drainage away from the house foundations and that all Lots drain to the drainage system provided for that lot. Any topsoil and/or sandy loam that is imported to a lot must be immediately covered with sod or the area must be contained with silt-fence to prevent topsoil and/or sandy loam from running off property. Silt in general caused by any construction activity, excavation or disturbance of soil that results in silt runoff is not allowed without prior erosion control measures in place. Declarant reserves the right to invoice owners for costs associated with removal of silt from downstream structures, roadways, or ditches caused by poor or non-existent erosion control measures. Silt fences must be maintained according to LCRA guidelines at all times. This project is in the Lower Colorado River Basin and therefore, owners must follow procedures in the Nonpoint Source Pollution Control Technical Manual which can be obtained from the Lower Colorado River Authority. In addition to the costs of remediation of silt, fines may be imposed by LCRA and The Association may impose fines for repeat offenses for poor erosion control measures. If there are easements across any lot line or in any building setback lines, the Owner may mow and maintain such area. However, an Owner may not alter the area to the extent it would fail to function for its purpose, nor shall said area be cemented, paved, or otherwise made impervious with the exception of a single driveway on each Lot, not to exceed twenty feet (20') in width. Declarant and the Association retain the right to maintain all bar ditches and drainage areas, even if they are upon a Lot at that Lot Owner's sole cost and expense. Notwithstanding anything contained herein to the contrary, current runoff and drainage patterns are acceptable and approved.

3.33 Buses, Trailers and Boats. No bus, trailer, boat, travel trailer, recreational vehicle or motor home shall be left parked on any street on the Property, and no such vehicle shall be parked on a Lot in such a manner as to be visible from the street unless fully enclosed in a garage

3.34 Dedication of Common Areas. All of the areas designated as common areas on the Subdivision plat are hereby dedicated as Common Areas for the use and benefit of all Owners and to purchasers of lots on the Property. Ownership of Common Areas (I) shall be conveyed to the Association when one hundred percent (100%) of the Lots have been sold, including any and all lots, which may become part of the Property pursuant to the terms hereof, and Declarant has no intention of adding additional lots or sections to the Property, or (ii) at such earlier time as Declarant may decide in its sole and absolute discretion.

3.35 Swimming Pools. Above ground swimming pools are not allowed under any circumstances. Temporary Pools must be removed within one week of use. Traditional in-ground pools must be located to the side or rear of the primary residence and require written ACC approval, and must have a security fence approved by the City of Leander.

3.36 Pool Equipment. All swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets, adjoining Lot Owners and any portion of the Crystal Falls Golf Course and the Crystal Falls Parkway.

3.37 Window Air Conditioners. No window air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Property, provided

that the Declarant or the ACC may, at its discretion, permit window air conditioners if such unit, when installed, shall not be easily visible from a street, such permission to be granted in writing.

3.38 Variances. The Declarant or the ACC must approve any variance or deviation from any of these Restrictions, in writing.

3.39 Additions to and Withdrawal from Property. The Declarant may add or annex additional land to the Property at any time and such additional land may be used for voting purposes hereunder. Notice of annexation along with a legal description of the annexed land and any additional governing documents for the annexed land shall be filed of record in Williamson County and/or Travis County, as applicable. Upon the filing of a Notice of Addition of Land cross referencing this declaration (as it may be subsequently amended), this Declaration and the covenants, conditions and restrictions set forth herein shall apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this declaration will be the same with respect to the added lands as with respect to the lands originally covered by this declaration. A Notice of Addition of Land may be but need not be combined with a Supplemental Declaration. A Supplemental Declaration may be recorded at any time by the Declarant during the Development Period in order to impose additional restrictions or limit restrictions on specific areas of land on the Property.

Declarant may at any time during the Development Period withdraw land from the Property and remove any deed restriction previously imposed by Declarant on the withdrawn Property (including any declaration or other governing documents) by filing of record in the appropriate county records a notice of withdrawal of land along with a legal description of the withdrawn lands and the terms of the withdrawal.

The number of lots that may be created and made subject to the declaration is 7,700. This number is a current figure at the time of this amendment, and may change due to Declarant's right to annex additional property to the Property as defined in the Declarations.

3.40 Utility Easements, Underground Utility Requirements. Declarant, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the applicable Subdivision plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Property and the Owners and are reserved and created in favor of all utility companies serving the Property. Utility lines will be installed in the public utility easements along the roadways as indicated on the applicable Subdivision plat. In the general interest of protecting the viewsapes and reducing visual clutter, all electrical, cable and phone lines shall be installed underground, there will be no overhead service on the Property. Builders may use temporary overhead lines during the construction of any improvements but such overhead lines must be removed upon completion of the improvements.

3.41 City of Leander Water Line, Water Supply. Each residence will be required to purchase water through the City of Leander, which will have a public utility easement containing water lines in the Subdivision. Private water wells may be dug for all other non-residential uses (e.g. irrigation, livestock, lake maintenance and swimming pools). Any private well will be in accordance with all governmental requirements, and encased and will be located on a Lot so that the required one hundred fifty foot (150') sanitary easement (circling the well site) does not encroach on any adjoining Lot.

3.42 Seasonal Lighting. Decorative Christmas lighting shall not be permitted earlier than October 1 and must be removed no later than January 15. All other holiday décor lighting may be installed 30 days prior but removed within 30 days after the holiday.

3.43 Storage/Out Buildings. No prefabricated storage or "out" buildings will be allowed in the Subdivision, except during construction. All permanent storage and out buildings must have written ACC approval and be built onsite, with a concrete slab foundation, behind the residence, be architecturally similar in appearance and of the same construction, color scheme, masonry requirement, and materials as the residence on that Lot. These accessory storage and outbuildings may be constructed to within ten feet (10') of the rear property line as noted on the plat, except on golf course Lots. These accessory storage and outbuildings may be constructed to within the setbacks outlined in the City of Leander building code. Children's playhouses may not be used as storage facilities. Greenhouses will be assessed on a case-by-case basis, taking into consideration such factors as visibility from the roadway and the reflection factor on neighboring Lots.

3.44 Yard Art. No Owner shall be allowed to place or maintain freestanding outside structures of an artistic nature, which are visible from any street. Typical yard art includes but is not limited to: statues, birdbaths, fountains, windmills, animal figures or abstract man-made sculptures. [Unsightly items or those not properly maintained must be removed upon ACC request]. Artistic use of native rocks found on-site is encouraged. Appropriate uses for native rocks include tree wells, dry-stack berms, retaining wells and rock walkways.

3.45 Antennae, Satellite Dishes, Wind Generators, Permanent Flagpoles.

- A. Antennae. No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind may be placed, erected, or maintained on a Lot if visible from public view, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than 1 meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts which exceed the height of 12 feet above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite, or other signals of any kind is permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section must be interpreted to be as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate guidelines which further define, restrict, or address the placement and screening of receiving devices and masts, provided such guidelines comply with the Act and applicable FCC regulations. Declarant and the Association have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable,



or other communication system for the benefit of all or any portion of the Property, should any master system or systems require such exterior apparatus.

- B. Tanks. No exterior propane tanks, other than propane tanks contained within or attached to residential barbecue units, butane tanks, or other tanks of any kind or nature shall be placed or maintained upon any Lot.
- C. Wind Generators. Wind generators are not allowed.
- D. Flags and Flagpoles. Only one (1) permanent flagpole per Lot not to exceed twenty feet (20') in height (not attached to the residence) will be allowed on any Lot unless it is of a temporary nature for a model home and with prior approval of the Declarant. See recorded document "Adoption of Rules and Regulations for Crystal Falls Home Owner's Association, Inc. (All Subdivisions)" for more details on Flags and Solar Devices (Williamson County document #2011086666).
- E. Solar Panels. All solar panels or other solar collection devices must be approved in writing by the Subdivision Architectural Control Committee {as to a First Residence} and the Architectural Control Committee (as to a Renovation or Addition} prior to construction and/or installation on the lot. All solar panels or other solar collection devices shall be constructed as an integral part of the architectural design of any Improvement. See recorded document "Adoption of Rules and Regulations for Crystal Falls Home Owner's Association, Inc. (All Subdivisions)" for more details on Flags and Solar Devices (Williamson County document #2011086666).

3.46 Electrical On- Ground Transformers, Utility Meters, Pedestals and Air Conditioning Units. All land- based electric, cable, gas meters, transformers, pedestals, etc., and residential air conditioning units which are visible from any street shall be screened by evergreen vegetation while leaving some access for service. Plant materials for screening must be large enough at installation to provide immediate screening. Utility meters must be located on the side or rear of the homes. [Another approved method of screening is the use of faux rock covers from a manufacturer such as DeKorra Rocks, which blend into the landscape and provide total screening of the utility.]

3.47 Exterior Site Lighting. Permanent exterior lighting is to be minimized to avoid light pollution and encourage "dark skies" at night [and to maintain a rural, private atmosphere for all residents]. Any exterior lights installed must be designed to conceal the source of the light. No bare lamps shall be visible from any street or from adjoining neighbors unless motion detectors activate them. Soffit 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. The community intent is to avoid security lights that are illuminated all night. Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are allowed. The intent is to avoid security lights that are illuminated all night. Colored lenses, or colored light bulbs, fluorescent and neon lighting are not allowed. Compact fluorescent bulbs concealed with the confines of a fixture are allowed. Owners desiring exterior security lighting shall install motion detectors on any lights which spills onto any portion of any neighboring home, lot, or street. These restrictions for permanent exterior site lighting do not apply to decorative/seasonal

lighting as described in 3.42. Free standing decorative light pole fixtures are acceptable, but must be approved by the ACC. Owners are encouraged to learn more about light pollution and proper outdoor lighting options by visiting [www.darksky.org](http://www.darksky.org).

3.48 Mailboxes. To maintain an uncluttered roadside appearance, no individual mailboxes will be allowed on any Lot unless approved by Declarant or the ACC

3.49 Landscaping Options. All landscaping must comply with the Landscape Guidelines for the Association, as adopted or amended by the ACC of the Subdivision for the Subdivision. However, during the Declarant Control Period, Declarant has the sole right to adopt or amend the Landscape Guidelines. Copies of the Landscape Guidelines are available from the Association.

In addition to other considerations outlined herein and in the Bylaws, Rules, and other governing documents, the Architectural Committee may, when considering approval or denial of plans, exercise discretion over building materials, exterior colors, building heights, building placement on a lot, roof color and shingle type, location of Improvements, height of Improvements (for example, fences and outbuildings) materials for Improvements. The Architectural Committee may take into consideration existing Improvements in the Subdivision in determining whether a proposed Improvement is harmonious with existing Improvements, and if not may deny approval for such a proposed Improvement.<sup>6</sup>

3.50 Farming. Farming, including row crops and residential gardens, are permitted, provided they are located at the back two thirds (2/3) of the Lot.<sup>7</sup>

3.51 Garage Sales. Garage sales, yard sales or estate sales of any character are expressly prohibited.

3.52 Address Numbering/Identification. For 911 emergency purposes, Owners shall have visible address identification on their Lot. The address identification shall be professionally mounted to the Dwelling Unit. Etched rock or milled masonry material is preferred. Approved materials for address numbering are metal, iron, steel, brass, ceramic tile or etched masonry. Common adhesive backed numbers are not acceptable.

3.53 Window Coverings and Burglar Bars. No buildings on the lots shall have temporary interior window coverings of any character at any time. This includes, but is not limited to, paper, aluminum foil, bed sheets, flags or plastic sheeting. All interior window coverings shall be of traditional design/appearance or quality materials as interpreted by the ACC. No exterior burglar bars will be permitted on any doors, windows or other openings on a dwelling situated in the Community. Burglar bars, if installed, must be situated within the interior of such dwelling.

3.54 Parking. No ongoing parking of automobiles or any other type of vehicle or machinery will be permitted on any street on the Property at any time. No vehicle may be parked on the street for longer than 10 hours in any 24-hour period, and in no cases for more than 3 consecutive days for any length of time, without prior consent of the Board of Directors. Vehicles parked on the street must be parked entirely on the street and not on any part of the Lot or

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<sup>6</sup> Note to Client: This provision has been standardized to be consistent between the two underlying documents.

<sup>7</sup> Note to Client: This is in the Grand Mesa Section 4 Declaration, but not the other Bluffs declaration. Does the Board want it to apply evenly, or only to Lots within Grand Mesa Section 4?

Common Area other than the street. Parking partially on the street and partially on a Lot is prohibited. Owners are responsible for seeing that their guests, tenants and invitees comply with all governing documents, and are responsible for any fines or other charges assessed due to their guests', tenant's or invitee's violations. Vehicles parked on Lots must not be parked on dirt or grass and must be confined at all times to garages, driveways, parking pads or improved parking spaces.

Motorcycles, bicycles, and similar items may not be parked on balconies or patios visible from the street or Common Area and must be stored inside a residence or garage or otherwise not in view from a street or Common Area.

3.55 Wildlife. No hunting, trapping, killing or injuring of wildlife is allowed on the Property without the prior written approval of the Association, including without limitation, no private trappers may be brought onto the Property without prior written approval of the Association.

3.56 Septic Tanks and Septic Fields. Septic Tanks and Septic Fields that are visible from any street must be installed and maintained in a natural setting, protruding no higher than twelve inches (12") from the highest point of the natural grade of the terrain on which it is located. Any system that protrudes higher than twelve inches (12") above natural land grade must be landscaped to either block the view of the system from the roadways or landscaped to create a natural, setting. Framing or terracing the system in natural or dry stacked native rocks is also an acceptable option. Erosion controls should be maintained until grass is established.<sup>8</sup>

3.57 Protection of Water System. The Owner of each Lot is solely responsible for the protection of all portions of the water system upon his Lot. The location of the water tap and water meter shall be marked by the Owner implanting two posts, painted blue, and with twenty-four inches (24") showing above ground with one post being placed on each side of said water connection(s). The posts shall remain prominently showing until all construction on the Lot is complete. Repair of damage to the water system upon a Lot shall be the Owner's expense.

3.58 Protection of Property Pins. The Declarant shall initially install all property pins. Subsequent to the purchase of any Lot, the Owner shall be responsible for placing visible markers or posts immediately adjacent to all property pins he wishes to protect. Any pins subsequently damaged, lost or removed after a Lot has been purchased shall be replaced at the owner's expense. Property pins located in the private roadways may be damaged or lost during road re-surfacing projects.

3.59 Nature Trail Easement. The nature trails, as indicated on the Subdivision plat, are dedicated for the exclusive use and enjoyment of all Owners. As a common expense of the Association, the Association may, but has no obligation to, periodically prune, clear and create hiking trails to provide reasonable access through the length of the trails. The trails shall be kept clear of all structures or buildings and shall remain scenic, natural hiking trails into perpetuity.

3.60 Rainfall Harvesting Devices. The utilization of rainfall harvesting techniques shall be encouraged for each Lot. The rainfall harvesting technique, facilities, design, and location shall be approved in advance by the ACC. The maintenance and repair of all rainfall harvesting facilities located on any Lot shall be the sole responsibility of the Owner of such Lot.

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<sup>8</sup> Note to Client: This is in the Grand Mesa Section 4 Declaration, but not the other Bluffs declaration. Does the Board want it to apply evenly, or only to Lots within Grand Mesa Section 4?

3.61 Gas Non-Utilization Assessment. Due to the costs of capital needed to provide gas service to the Property, TXU Electric and Gas will be the sole provider of natural gas to the Property. All Owners who wish to use natural gas in their improvements will use TXU Electric and Gas (or its successors in ownership) to provide such service. Any Owner whose improvements do not use natural gas for space heating and water heating will be assessed a one-time gas non-utilization charge, by Declarant, in the amount of \$1,500.00. Each Owner who does not use natural gas for space and water heating will reimburse this non-utilization charge to Declarant, within thirty (30) days after substantial completion of improvements. This obligation shall run with the land, and is due and payable at term by the then current Owner of the Lot.

3.62 Address Monuments and Joint Use Driveways. To create a uniform and appealing streetscape along Crystal Falls Parkway, the Declarant shall initially install limestone monuments from the Crystal Falls quarry to serve as cohesive address markers at each joint use driveway for all Lots in Grand Mesa Section 4. These monuments and associated landscaping located in the ten foot (10') landscape and utility easement noted on the plat may not be altered or enhanced in any way without Board approval.<sup>9</sup>

#### IV. THE ASSOCIATION

4.01 Organization. The Association is a Texas non- profit corporation.

4.02 Membership. Upon becoming an Owner of a Lot, a person shall automatically become a member of the Association, so long as he remains an Owner. Membership in the Association is mandatory, appurtenant to, and shall run with the ownership of the Lot. Membership in the Association may not be severed from the ownership of a Lot or in any way transferred, pledged, mortgaged, or alienated except with the fee simple title to said Lot. Declarant is also a member of the Association. Property owners in other Crystal Falls Subdivisions are also members of the Association, in accordance with the covenants, conditions and restrictions specifically written for those subdivisions. Declarant may add additional subdivisions to the Property and to the Association.

4.03 Voting Rights and Registration.

A. Classes of Membership. The Association has two classes of Membership:

- 1) Class A: The Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The votes for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot for Class A members. Owners in other subdivisions of the Property shall also be Class A members according to their respective declarations of covenants, conditions and restrictions.
- 2) Class B: The Class B member shall be Declarant, its successors and assigns, who shall be entitled to four (4) votes for each lot owned on the Property (see plan attached as Exhibit E and on

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<sup>9</sup> Note to Client: This is in the Grand Mesa Section 4 Declaration, but not the other Bluffs declaration. Does the Board want it to apply evenly, or only to Lots within Grand Mesa Section 4?

file with the City of Leander). The Class B membership ceases and converts automatically to Class A Membership when all the Property is sold to someone other than the Declarant or when the Declarant voluntarily converts its membership to Class A membership by executing and filing a Statement of Conversion to Class A membership in the Williamson and Travis County real property records.

- 3) Notwithstanding the voting rights described in this Section 4.03 (A), Declarant shall have the right to appoint all Board members until Declarant has sold 75% of the lots on the Property that Declarant intends to develop or sell on the Property, and Declarant shall have the right to elect a majority of the Board members for so long as Declarant owns any of the Property (all as further described in the Bylaws). The remaining board members not elected or appointed solely by Declarant shall be elected by the Voting Representatives as further described herein and in the Bylaws.<sup>10</sup>

- B. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class "A" Member shall be exercised by the majority vote of the Voting Representatives representing the Subdivision, as provided herein and further described in the Bylaws. (For example, if there are 350 Lots in the Subdivision not owned by the Declarant, that Subdivision's Voting Representatives, by majority vote of the Voting Representatives of the Subdivision, will determine how the 350 votes are voted). The Voting Representatives, by majority vote, may cast all such votes as they, in their discretion, deem appropriate; provided, unless the Board otherwise permits, the Voting Representative shall cast all of the votes which they are entitled to cast as a block and shall not split the votes.
- C. Subdivision Voting Representatives. Every Lot shall be located within a Subdivision as described in Article I. Due to the number of Lots anticipated to be developed in Crystal Falls, the governing documents provide for a representative system of voting. The Owners of Lots within each subdivision shall elect Voting Representatives to cast all Class "A" votes attributable to their Lots on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. Voting Representatives shall be elected for a three-year term. However, after the Development Period has ended, the Owners in the Subdivision, by majority vote of Owners present and voting in person or by proxy, may alter the term of the Voting Representatives and provide for staggered terms for the Voting Representatives.

Until such time as the Board first calls for election of a Voting

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<sup>10</sup> Note to Client: If there is no longer a Declarant presence in any of the subdivisions, we can revise this to remove the references to the Class B Membership.

Representative for any subdivision, the Owners within each subdivision shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a membership vote under the Declaration, Bylaws, Rules or other governing documents.

The first election of Voting Representatives from each subdivision shall occur within one year after the sale of the first lot in the Subdivision to a person other than a builder constructing a home for sale. Thereafter, the Board shall call for an election of Voting Representatives as necessary (for example, if all Voting Representatives have a non- staggered three year term, meetings for election need only be called every three years) either by written ballots cast by mail, computer, or at a meeting of the Class "A" Members within such subdivision, as the Board determines. Upon written petition signed by Class " A" Members holding at least 20 % of the votes attributable to Lots within any subdivision, the election of such Subdivision shall be held at a meeting. Candidates for election as Voting Representatives may be nominated by the Board, a nominating committee which the Board may appoint, or from the floor at any meeting at which such election is to be held. However, during the Development Period, the Declarant shall have sole authority to nominate Voting Representatives for election.

The presence, in person or by proxy, or the filing of ballots by Class "A" Members representing at least 25% of the total Class "A" votes attributable to Lots in a Subdivision shall constitute a quorum at any meeting or election of that Subdivision. In the event of a failure to obtain a quorum or vacancy in such positions for any Subdivision, the Board may appoint a Voting Representative to represent such Subdivision until a successor is elected.

For any Subdivision vote, including a vote to elect Voting Representatives, each Class "A" Member shall be entitled to one equal vote for each Lot which such Owner owns in the Subdivision. The candidates who receive the greatest number of votes for Voting Representatives shall be elected as Voting Representatives. The Voting Representative shall serve a term of three years and shall hold office until their successors are elected.

The following subdivisions will elect the following number of Voting Representatives:

- (i) Grand Mesa Sections 1-9, including any sections subsequently added: 4
- (ii) The Fairways, including any sections subsequently added and the Taylor Morrison Gated Homes: 2
- (iii) The Highlands, including any sections subsequently added: 2
- (iv) The Boulders, including any sections subsequently added: 1
- (v) Cap Rock and Cap Rock Estates, including any sections subsequently added such as The Views: 1

(vi) The Bluffs (all Taylor Morrison Non-Gated Homes) including all future sections added: 4

(vii) The Cottages, Wild Rock, and The Townhomes, including all sections subsequently added: 1

Notwithstanding the foregoing, the Voting Representatives may, by majority vote, reallocate the number of Voting Representatives for each subdivision development area (sometimes called Voting Neighborhoods), provided that the total number of voting Representatives shall not exceed 15 and all sections (from the vii sections noted above) shall have at least one Voting Representative. The Voting Representatives shall among themselves elect a Chair and a Vice Chair each with one-year terms.

The Voting Representatives may in their discretion cast all of the votes which they are entitled to cast either as a block (all Voting Representative votes from a Subdivision vote as a block) or individually.

- D. Voting by Board and Voting Representatives. To the fullest extent allowed by law, the Board may take action outside of a meeting (including by electronic or telephonic means) by majority vote, provided all Board members are provided reasonable opportunity for input and vote.

To the fullest extent allowed by law, the VRs may take action outside of a meeting (including by electronic or telephonic means) by majority vote, provided all Voting Representatives are provided reasonable opportunity for input and vote.

- E. Director and Voting Representative Election and Removal. The Nominating Committee is encouraged but not required to nominate Director candidates from a variety of subdivisions.

Any Voting Representative may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Lots owned by Class "A" Members in the Subdivision which the Voting Representative represents. In the event that the position of a Voting Representative becomes vacant (due to removal, sale of a Lot, death, resignation, or otherwise), his or her successor shall be appointed by majority vote of the remaining Voting Representatives for the Subdivision which the Voting Representative represents. If there are no remaining Voting Representatives for the Subdivision for which the vacancy exists, the vacancy shall be filled by a majority vote of the Board. Replacements appointed in this manner shall serve out the remaining term of the person they replaced. However, during the Development Period, any replacement appointed must first be approved by the Declarant in writing.

In addition to any other permitted method of removal, any director may be removed:

- (1) at a meeting of the Voting Representatives by a vote of Voting Representatives holding at least 65% of all Voting Representative votes. Any director whose removal is sought must be given notice

prior to any meeting called for that purpose and must be given an opportunity to be heard at such Voting Representative meeting. Upon removal of a director by the Voting Representatives a successor director shall, within the 30-day period following removal, be elected by the Voting Representatives to fill the vacancy for the remainder of the term of such director; or

- (2) By majority vote of the remaining directors even though they may constitute less than a quorum. Any director whose removal is sought must be given notice prior to any meeting called for that purpose and must be given an opportunity to be heard at such Board meeting. Upon removal of a director by a director vote, a successor director shall, within the 30-day period following removal, be appointed by the directors to fill the vacancy for the remainder of the term of such director.

In addition to any other permitted method of removal, any Voting Representative may be removed at a meeting of the Voting Representatives by a vote of Voting Representatives holding at least 65% of all Voting Representative votes. Any Voting Representative whose removal is sought must be given notice prior to any meeting called for that purpose and must be given an opportunity to be heard at such Voting Representative meeting. Upon removal of a Voting Representative by the Voting Representatives a successor Voting Representative shall, within the 30-day period following removal, be elected by the Voting Representatives to fill the vacancy for the remainder of the term of such Voting Representative.

- E. Registration with the Association. In order that the Association can properly determine voting rights each Owner and resident shall have an affirmative duty and obligation to originally provide to the Association, and thereafter revise and update, within fifteen (15) days after a material change has occurred, information determined by the Board, such as: (a) the full name and address of each Owner and resident; (b) the business address, and telephone number of each person; (c) the description and license plate number of each automobile owned or used by a such person and brought within the Property; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the such person cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or resident of the Property fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner and resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

4.04 Powers and Duties of the Association. The Association shall have all the powers



of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration or the Articles of Incorporation. The Association shall further have the power to do, perform and delegate any and all acts which may be necessary, desirable or proper for or incidental to the exercise of any of the powers expressly granted to it by the laws of Texas or by this Declaration. Except where expressly provided to the contrary by this Declaration or by other applicable law, all management and decision making of the Association shall be by the Board. Without in any way limiting the generality of the three preceding sentences, the Association (acting through the Board) shall have the following powers and responsibilities:

- (a) Assessments and Collections. The Association shall levy and collect Assessments. In furtherance of its duty and authority to collect Assessments and other sums due the Association, the Board may establish payment policies, set due dates, impose and enforce penalties (including late fees and collection fees), and take all other lawful action necessary or appropriate for collection of Assessments and all other sums owed to the Association.
- (b) Rules and Bylaws. The Association may promulgate, amend, repeal and/or re-enact the Bylaws and such rules and policies not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use, occupancy, and preservation of Association property. The Board may adopt rules for the purpose of administering the Association, including obtaining compliance by Owners and their family, guests, invitees and tenants with the Declaration, the Bylaws, and the provisions of any other law or applicable rule.
- (c) Records. The Association shall keep books and records of the Association's affairs and make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, and/or other properly interested persons in accordance with the Association's Open Records Policy.
- (d) Professional Services. The Association may retain and pay for management, legal, accounting, engineering, and other professional services necessary or proper in the operation of the Association.
- (e) Contracts; Property Ownership. The Association may enter into contracts and may acquire, own, lease, and dispose of all manner of real and personal property on such terms as the Board shall in the exercise of reasonable business judgment deem advisable.
- (f) Change in Lot Lines and Utilities. The Board shall have the power to approve, on behalf of the Association, any replatting or relocation of lot lines or utilities for Lots, and the Subdivision.
- (g) Encumbrance, Sale, or Transfer. Notwithstanding any language to the contrary herein, the Board of Directors may encumber, sell or otherwise transfer any portion of the Common Area provided that during the Development Period, at least a majority of Voting Representatives from the subdivision in which the Common Area is located must approve the encumbrance, sale or other transfer.
- (h) Discretionary Enforcement. The Board has the sole discretion to determine whether to pursue enforcement action in any particular case. Without limiting the

generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- the Association's position is not strong enough to justify taking any or further action;
- although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- that it is not in the Association's best interests, based upon hardship, expense, or other criteria, to pursue enforcement action.

Such a decision is not a waiver of the Association's right to enforce such provision at a later time under other circumstances and does not preclude the Association from enforcing any provision of the governing documents.

- (i) Frivolous Complaints. The Association shall not be required to expend time or other resources on patently frivolous, unmeritorious, or harassing complaints; and the Association may recover all of its costs, including reasonable attorney's fees, for responding to or defending against such complaints/requests.

#### 4.05 Rights and Remedies.

- (a) The Association shall have the power and authority, in its own name and on behalf of itself and the Owners, to commence, maintain, or defend legal actions to enforce or construe the Declaration or Bylaws or its rules and regulations or its actions or to restrain and enjoin any breach or threatened breach of the Declaration or Bylaws or its rules and regulations or other governing documents. The Association may assess fines, file liens, file and defend suits for injunctive relief, damages, and/or other relief on behalf of the Association and/or the Owners or the Board. Relief includes, without limitation, removal or modification of any improvement constructed or modified in violation of the Declaration.

After notice and an opportunity to cure has been provided, the Association may enter onto any Lot containing a violation of the Declaration, Bylaws, or other governing documents, and perform work (including removal or modification of unauthorized improvements) in order to bring the Lot into compliance, and the cost of such work shall be assessed to the Owner's Lot and the Owner shall also be personally liable for such cost. If any Owner or his residents, tenants, invitees or guests causes damage to the Common Area, the Association may repair the Common Area and the cost of such work shall be assessed to the Owner's Lot and the Owner shall also be personally liable for such cost. The Association is also authorized to assess fines, settle claims, enforce liens, and take all other action that it deems necessary or reasonable and expedient to enforce the Declaration, or Bylaws and/or to carry out the duties of the Association or the Board set forth in the Declaration, Articles, or Bylaws. The Association may enforce all duties and obligations now

and/or hereafter imposed by the Declaration or the Bylaws by all lawful means, including without limitation the following:

- (b) Collection Charges. The Association may assess late charges and collection charges for late payment of amounts due the Association hereunder, and returned check charges for each returned check. These charges shall not exceed any maximum charge permitted under applicable law.
- (c) Attorney's Fees. If a delinquent account or other violation is turned over to an attorney, the delinquent Owner shall be liable for all costs and attorney's fees incurred by the Association in collection, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing or interpreting the rules and policies of the Association, its Declaration, and Bylaws, following any notice required by law. All such sums shall be a continuing lien and charge upon the delinquent Owner's Lot(s), as well as the personal obligation of said Owner; and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.
- (d) Application of Payment. Payments shall be applied in accordance with the priority of payments established by Section 209.0063 of the Texas Property Code or a successor statute.

4.06 Rules and Policies. The Board shall have wide latitude in adopting and implementing rules governing the appearance and use of Lots and in establishing policies for enforcement of the Declaration and Bylaws

## **V. ASSESSMENTS**

5.01 Covenant to Pay Assessments. Each Owner of a Lot, excluding Declarant, hereby covenants and agrees to pay to the Association all fees, assessments and costs set out in the Declaration, Bylaws, Rules or other governing documents, including but not limited to; (a) Regular Assessments (as defined in Section 5.03 hereof), (b) Subdivision Assessments (for Subdivision-specific items, as defined in Section 5.04 hereof), (c) Special Assessments (as defined in Section 5.06 hereof), (d) late charges, collection costs and attorney's fees (as specified in Section 5.08 hereof), and (e) all amounts set out in Section 4.05, and transfer fees, fines, damage assessments, attorneys fees and other amounts as set out in Section 2.06 above for each Lot that such Owner owns. All such Assessments and charges shall be established and collected from time to time as herein provided. Each Owner further covenants to pay to the Association reasonable attorney's fees, costs of court, other costs, and expenses incurred in connection with enforcement or defense of these Restrictions or collection of Assessments. To secure payment of such charges as levied on the individual Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law and forecloseable by non-judicial foreclosure as set forth and in accordance with the Texas Property Code; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted to and/or created for or at the instance of

a valid purchase money lender to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot.

5.02 Purpose of Assessments. The Board shall set and levy Assessments, as needed, for the purposes of (a) promoting the comfort, health, safety, and welfare of the Owners, the Property, and the Subdivisions (b) enforcing and defending this Declaration, the Association, the Board, its rules and policies and the Bylaws, and (c) promoting the purposes of the Association as stated herein or as provided in the Articles or Bylaws.

5.03 Regular Assessments. In addition to the annual Subdivision Assessment applicable only to Lots within a particular Subdivision, there shall be an initial Regular Assessment set by the Board applicable to all Lots on the Property (except Common Area Lots and Lots owned by the Declarant) and payable in an equal amount by all Lots. The Board as required to meet Association needs (including but not limited to maintenance of Common Area, Crystal Falls Parkway, entry improvements and landscaping, any community amenities existing or hereafter constructed); administrative costs; insurance costs; and all other costs necessary or appropriate in the Board's discretion) shall thereafter adjust the Regular Assessment. The due date of Assessments shall be paid either monthly or annually at the discretion of the Board. An Owner is obligated to pay Regular Assessments regardless of whether the Owner actually receives a bill, invoice or other notice of any such Regular Assessment.

5.04 Subdivision Assessments. The Association shall levy assessments ("Subdivision Assessments") against each Lot (other than Common Area Lots and Lots owned by Declarant) in a particular Subdivision for the cost of such insurance and the maintenance of the Entry Facilities for such Subdivision, Common Area landscaping within such Subdivision, and all other costs reasonably associated with such Subdivision as the Board determines appropriate.

The Subdivision Assessments shall be apportioned equally among all Lots in such Subdivision, exclusive of any Declarant owned Lots or Common Area Lots. The Subdivision Assessments must be deposited in a separate account from other Association funds so as to accrue over time and shall be used only for the purposes stated herein. The Subdivision Assessments shall be subject to adjustment by the Board as provided in this Declaration. The Owner of a Lot is obligated to pay the Subdivision Assessment regardless of whether the Owner actually receives a bill, invoice or other notice.

5.05 Adjustments to Regular Assessments and Subdivision Assessments. After the initial assessments, the Board may, at its discretion, adjust the Subdivision Assessments (as defined in Section 5.04) and the Regular Assessment (as defined in Section 5.03) by up to 10 percent (10%) per year without authorization of the Owners, and may cumulate said increase over the years if the maximum increase is not made each year. Any adjustment of these fees greater than ten percent (10%) per year (cumulative) must be authorized and approved by a 2/3 vote of the Voting Representatives. For such increases in Subdivision Assessments, 2/3 vote of all Voting Representatives for the Subdivision to which the Subdivision Assessment will apply is required; for such increases in Regular Assessments, 2/3 vote of all Voting Representatives is required.

5.06 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may, by vote of its members, levy Special Assessments ("Special Assessments") in order to carry out any of the purposes of the Association or otherwise to benefit the

Association or the Property. The due date(s) and delinquent date(s) of any Special Assessment shall be fixed by the resolution authorizing such Special Assessment.

5.07 Vote Required for Special Assessment. Special Assessments must be approved by two-thirds (2/3) vote of all classes of membership. Written notice of the vote must be given to all members at least 20 days in advance, with the purpose of the meeting and the proposed Special Assessment.

5.08 Late Charges, Collection Costs and Attorney's Fees. If any Assessment, whether Regular, Subdivision, or Special, or any other amount due under the Declaration, Bylaws, Rules or other governing documents, is not paid before becoming delinquent, the Owner responsible therefor may be required to pay a late charge at such rate as the Board may designate. Each Owner shall also be liable for payment of all costs, fees and expenses, including returned check charges, reasonable attorney's fees, and recording fees incurred in collection of Assessments and/or other sums owed by the Owner to the Association or in otherwise enforcing the Declaration, Bylaws, Rules or other governing document. Said charges and fees shall be both an obligation of the Owner and the Lot(s) owned by such Owner, running with the land, collectible in the same manner as herein provided for collection of Assessments. An Owner's non-receipt of a statement or other notice that Assessments are due shall not be a defense to the imposition of late charges and other costs of collection, including Attorney's fees.

5.09 Lot Consolidation, Replatting. No combination, consolidation, or replatting of Lots shall alter the Assessments due for each original Lot involved unless the same (a) occurs at the instance of Declarant, (b) involves extraordinary circumstances and receives the unanimous approval of the Board, or (c) approved in writing by the Declarant.

5.10 Violations of Covenants and Restrictions. The Board may, in addition to all other remedies available, impose fines, damage assessments, late charges for late payments, return check charges, and attorney's fees for costs associated with enforcement action (regardless of whether suit is filed. Owners are liable for all violations of occupants, guests, invitees and tenants or other occupants and their guests and invitees. The Board may, in its discretion, create and establish standard fining schedules and additional enforcement protocols as Rules.

5.11 Enforcement. If an Owner, or its heirs, executors, administrators, successors, assigns, guests, invitees or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner, guest, invitee or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the ACC, Association, or Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be borne by and be the responsibility of the Owners.

## **VI. LIABILITY AND INDEMNITY**

6.01 Liability of Association Representatives. Association directors, officers, employees, all Voting Representatives and members of all committees ( collectively the "Association Representatives") shall not be liable to any Owner or other person claiming by or through any such person for any act or omission of such Association Representative in the performance of his/her Association duties unless such act or omission: (a) is an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, or (b) involves a transaction from which an officer, or member of the Board of the Association receives an improper personal benefit, whether or not the benefit resulted from an action taken within the scope of the Association's office/position, or (c) is conduct for which the liability of the Association is expressly imposed by a statute.

6.02 Indemnification. THE ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS EVERY PAST AND PRESENT ASSOCIATION REPRESENTATIVE FROM ALL COSTS, EXPENSES, FEES (INCLUDING ATTORNEY'S FEES), LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND PROCEEDINGS AND ALL EXPENSES ASSOCIATED THEREWITH UNLESS SUCH INDEMNITY WOULD CONTRAVENE THE PROVISIONS OF THIS DECLARATION OR TEXAS STATUTE. SUCH INDEMNIFICATION PAYMENTS SHALL BE A COMMON EXPENSE OF THE ASSOCIATION. THIS INDEMNITY SHALL EXTEND TO ALL EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS OF COURT, OTHER COSTS, JUDGMENTS, FINES, AND AMOUNTS PAID IN SETTLEMENT) ACTUALLY AND REASONABLY INCURRED BY SUCH PERSON IN CONNECTION WITH SUCH PROCEEDING IF IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT SUCH PERSON: (A) ACTED IN GOOD FAITH AND IN A MANNER WHICH SUCH PERSON REASONABLY BELIEVED TO BE CONSISTENT WITH THE BEST INTERESTS OF THE ASSOCIATION, OR (B) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD NO REASONABLE BASIS TO BELIEVE SUCH 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 BREACHED THE IMMEDIATELY PRECEDING REQUIREMENTS. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS AN ASSOCIATION REPRESENTATIVE AGAINST ANY CLAIM ASSERTED AGAINST OR INCURRED BY SUCH PERSON IN ANY SUCH CAPACITY OR STATUS, WHETHER OR NOT THE ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY SUCH PERSON AGAINST SUCH LIABILITY. THE PREMIUM FOR SUCH INSURANCE IS A COMMON EXPENSE, AND THE BOARD OF DIRECTORS IS AUTHORIZED AND DIRECTED TO MODIFY THE ASSOCIATION'S ARTICLES AND BYLAWS TO THE EXTENT NECESSARY TO FACILITATE THE PURCHASE OF SUCH INSURANCE.

6.03 Amendment of Liability and Indemnity Provisions. Notwithstanding any other provision in this Declaration, the Board may amend this Article 6, without the concurrence of the Association's members or Mortgagees, in order to conform to changes in applicable law.

## **VII. MISCELLANEOUS**

7.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires

a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. 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 sections hereof.

7.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions to any person such warranties are hereby expressly disclaimed. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof **and, by acquiring the Lot, agrees to release, indemnify and hold Declarant, and its officers, employees, successors and assigns, harmless therefrom.**

7.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration and the rules and policies set by the Board. Failure to comply with any part of this Declaration may give rise to a cause of action for fines, damages, attorney's fees, and/or injunctive relief.

7.04 Lien for Enforcement. All sums due under this Declaration, the Bylaws, Rules, or other governing documents shall be a continuing lien and charge upon the subject Lot(s) as well as the personal obligation of the Owner and his/her successors in interest. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for ad valorem tax liens and any amount unpaid on a first mortgage lien of record encumbering the Lot. To evidence the aforesaid lien, the Association or Declarant may prepare a written notice of lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an Association representative or the Declarant and may be recorded in the office of the appropriate County Clerk in Travis or Williamson Counties, Texas. Such lien shall automatically attach upon the filing of this Declaration with the priority set forth above, and the Association, or Declarant may thereafter institute suit against the subject Owner personally and/or for judicial or non-judicial foreclosure of the aforesaid lien. The Association is hereby granted a power of sale for such foreclosure.

7.05 Amendment. Notwithstanding any language to the contrary in the Declarations, Declarant's unilateral right to amend the Declaration terminated December 31, 2021.

The Declaration may be amended only by at least a 67% vote of all Voting Representatives, all of whom are granted voting rights (one per each Voting Representative) for purposes of such amendment.

No amendment shall be effective until it has been recorded in the Official Records of Williamson and Travis Counties, Texas. A simple majority of the Voting Representatives,<sup>11</sup> may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal

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<sup>11</sup> Note to Client: Since we are creating individual subdivision Declarations, does the Board wish to continue the use of Voting Representatives for the purpose of amending each one? Or would the Board prefer to revise this require approval of a percentage of individual owners within the applicable subdivision?

National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies.

7.06 Governmental Requirements. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41 176 et seq. ), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water Commission, related to each Lot, including, without limitation, the provision of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Owners and contractors comply with all governmental regulations, and any plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, Maximum opacity on all perimeter fencing is fifty percent (50%) including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Owner and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties. By acceptance of a deed to a Lot, each Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Properties. Any such costs or expenses shall be reimbursed, on demand. The Association shall have the right to assert a lien against the property of any Owner who fails to pay any such amount after ten (10) days notice. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.