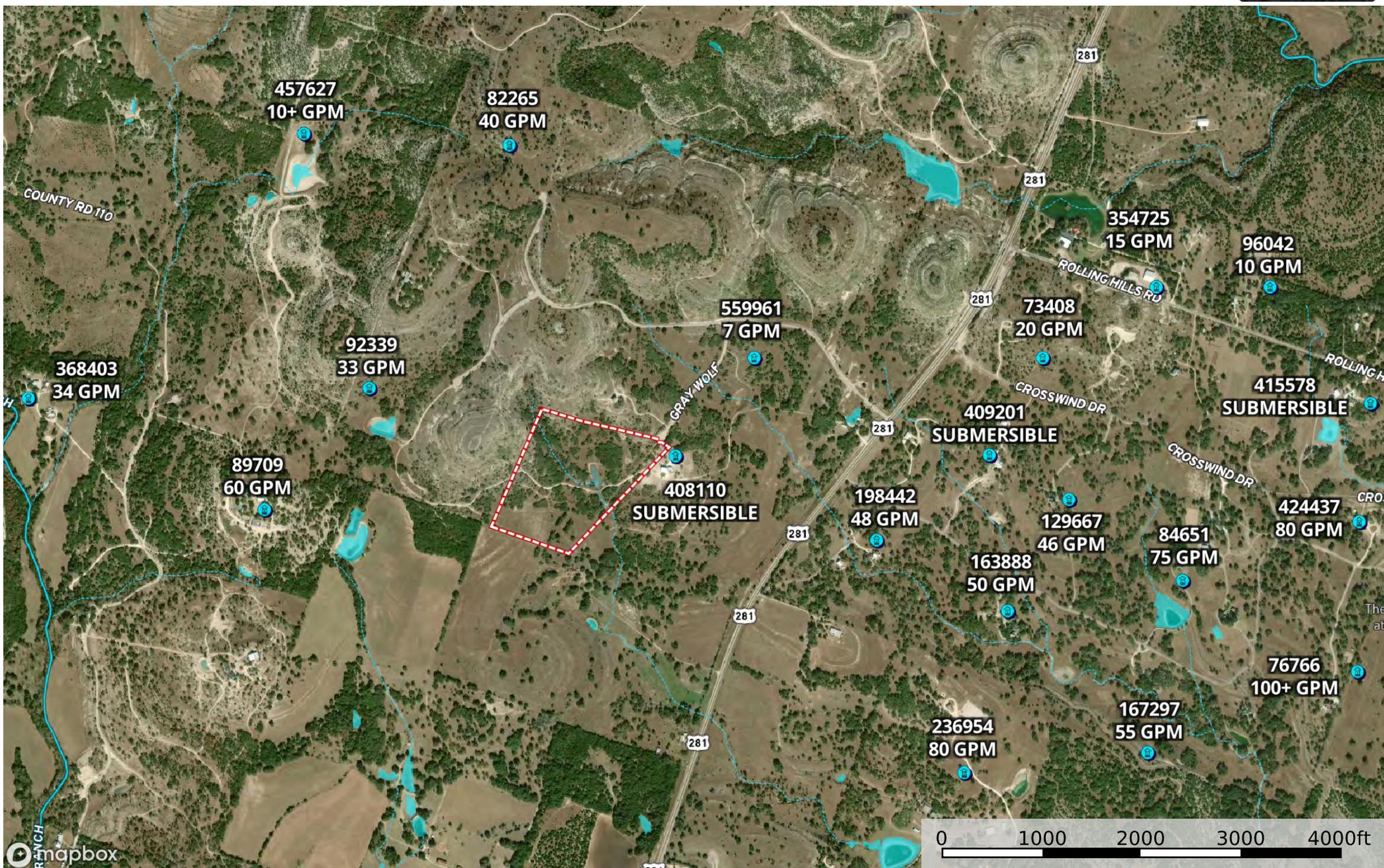
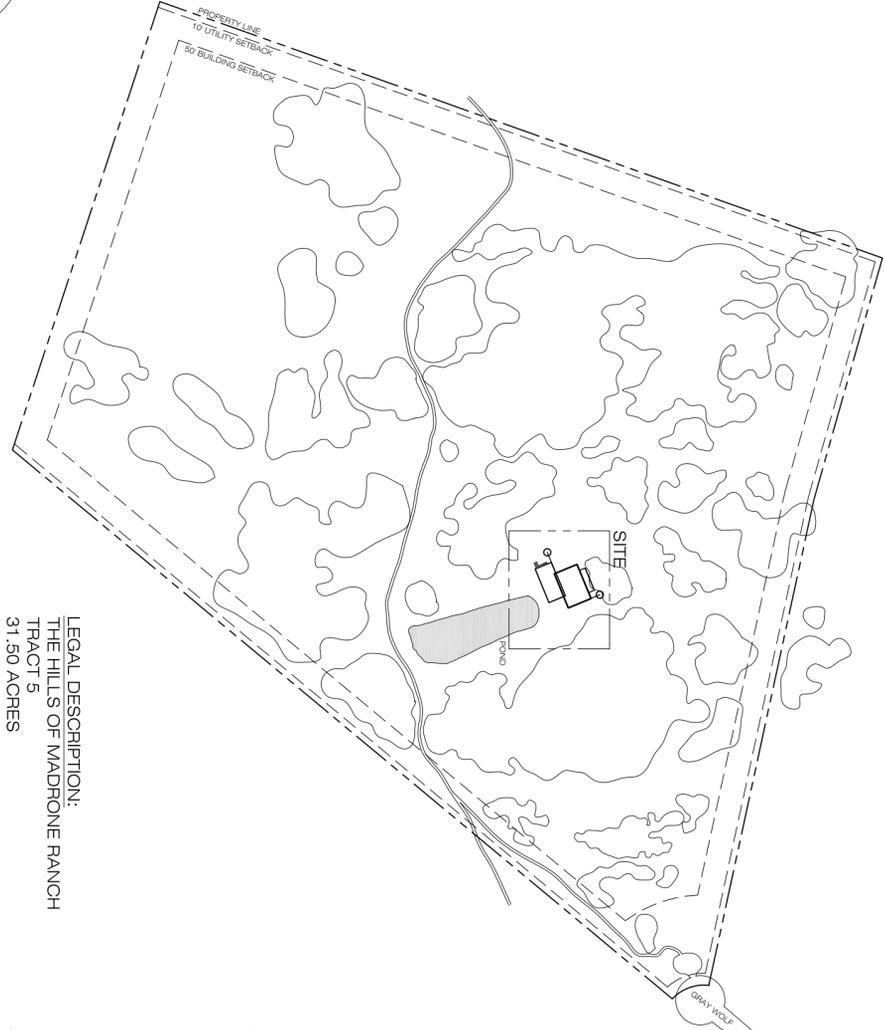
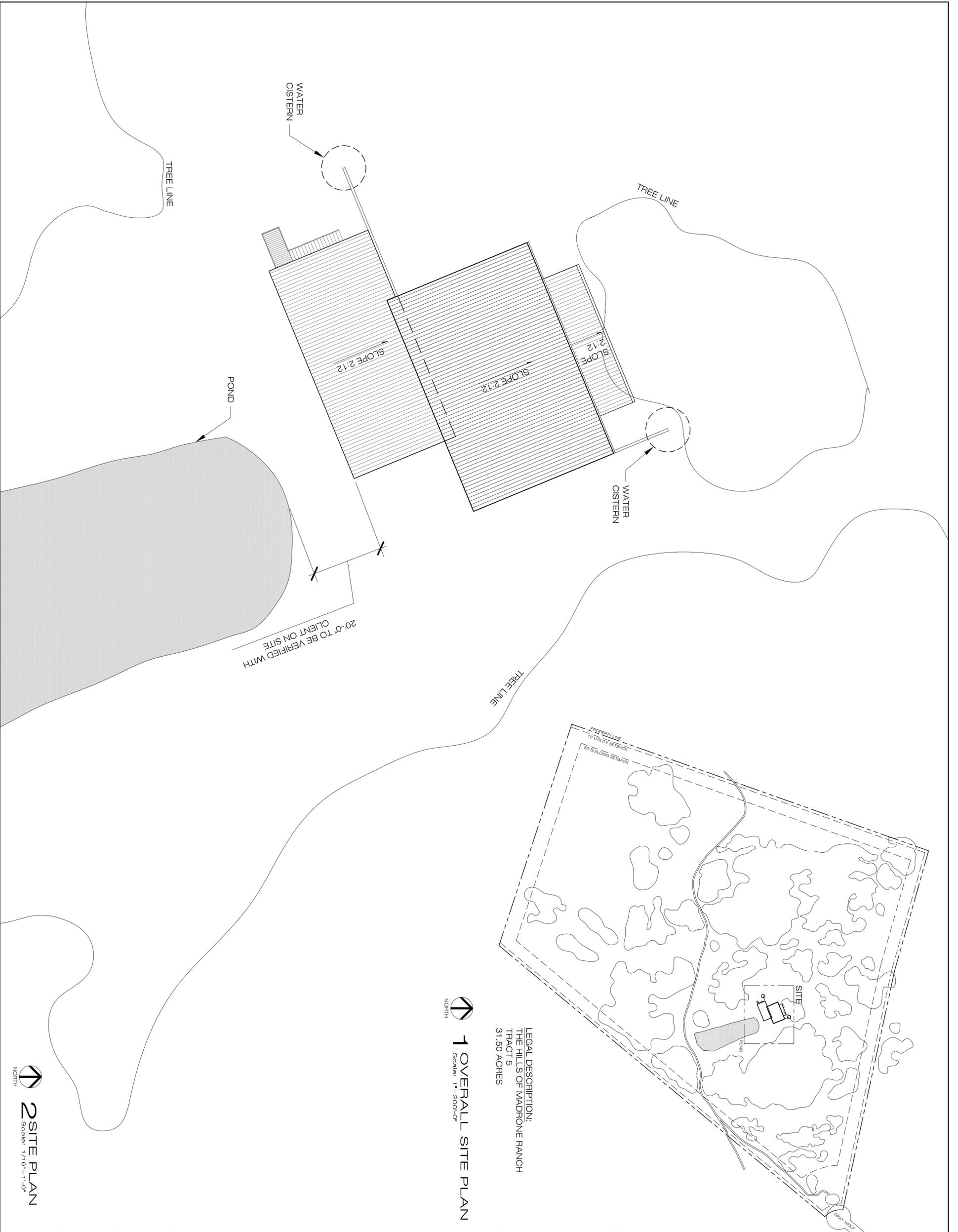


Cinco Blanco Ranch-Wells
 Blanco County, Texas, 31.51 AC +/-





LEGAL DESCRIPTION:
THE HILLS OF MADRONE RANCH
TRACT 5
31.50 ACRES

OVERALL SITE PLAN
Scale: 1"=200'-0"



2 SITE PLAN
Scale: 1/16"=1'-0"



Architect:

Candid Rogers Architect, LLC

215-1 Groveton Street
San Antonio, TX 78210

Office: 210.444.1051
candidstudio@candidstudio.net

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Project:

**Solar Cinco
Barndominium**
Blanco, Texas

Date: 12/12/18

Revisions:

- Sheet Contents:
- Overall Site plan
- Site plan

Sheet No.

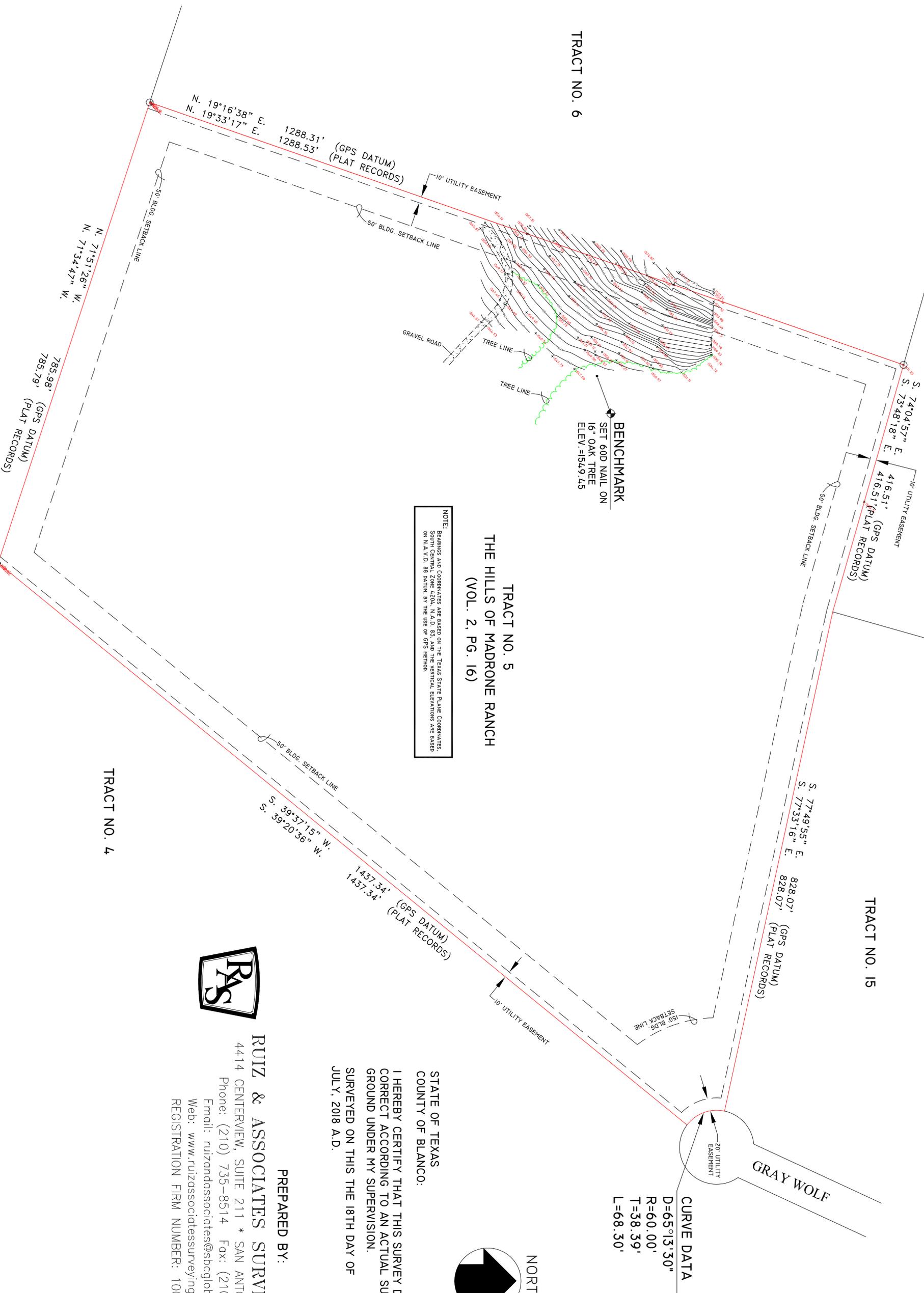
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TRACT NO. 16

TRACT NO. 15

TRACT NO. 6

TRACT NO. 4

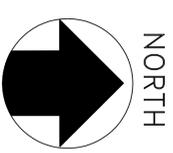


TRACT NO. 5
THE HILLS OF MADRONE RANCH
(VOL. 2, PG. 16)

NOTE: BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE 4204, N. A. D. 83, AND THE VERTICAL ELEVATIONS ARE BASED ON N. A. T. D. 83 DATUM. BY THE USE OF GPS METHOD.

STATE OF TEXAS
 COUNTY OF BLANCO:

I HEREBY CERTIFY THAT THIS SURVEY DRAWING IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.
 SURVEYED ON THIS THE 18TH DAY OF JULY, 2018 A.D.



PREPARED BY:
RUIZ & ASSOCIATES SURVEYING, INC.
 4414 CENTERVIEW, SUITE 211 * SAN ANTONIO, TX. 78228
 Phone: (210) 735-8514 Fax: (210) 738-2835
 Email: ruizandassociates@sbcglobal.net
 Web: www.ruizassociatessurveying.com
 REGISTRATION FIRM NUMBER: 100297-00

132213

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

**THE HILLS OF MADRONE RANCH,
BLANCO COUNTY, TEXAS**

THE STATE OF TEXAS §

COUNTY OF BLANCO §

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HILLS OF MADRONE RANCH, BLANCO COUNTY, TEXAS (this "**Declaration**") is made the date set forth below by WHITNEY PARTNERSHIP, a Texas general partnership ("**Declarant**").

RECITALS:

A. By Declaration of Covenants, Conditions and Restrictions for The Hills of Madrone Ranch (the "**Original Declaration**") dated effective March 31, 2001, and recorded in Volume 0236, Page 812 of the Official Public Records of Blanco County, Texas, The Hills of Madrone Ranch, LLC, a Texas limited liability company (the "**Original Declarant**"), imposed certain covenants, conditions and restrictions upon 499.98 acres of land, more or less, in Blanco County, Texas, more particularly described and defined therein as the "**Property**," which has been platted as THE HILLS OF MADRONE RANCH, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Book 2, Page 16 of the Plat Records of Blanco County, Texas (the "**Plat**"), and defined in the Original Declaration as the "**Subdivision**."

B. Section 7.2 of the Original Declaration provides that until the sale of all of the tracts in the Subdivision as shown on the Plat to third parties unrelated to the Original Declarant, its successors or assigns, the Original Declarant may abolish or amend the Original Declaration in whole or in part.

C. Declarant is the owner of all of the Property and all of the tracts in the Subdivision, and received an assignment of all of the rights of the "Declarant" under the Original Declaration, and desires to amend and restate the Original Declaration in its entirety.

NOW, THEREFORE, Declarant does hereby declare, covenant and agree that the Original Declaration is hereby amended and restated in its entirety; it being intended that this Declaration shall supersede and replace the Original Declaration, as defined above, and that said Original Declaration shall have no further force or effect.

Declarant does further declare that the Property, and such changes thereto as may hereafter be made pursuant to Section 8.2 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of the Property, and which shall run

with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, administrators, executors, successors, personal representatives and assigns, and shall inure to the benefit of each owner thereof. It is further hereby declared that each contract or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in the full or by reference in said contract or deed).

Declarant hereby adopts this Declaration and declares the covenants, conditions and restrictions contained herein (the "**Restrictions**") shall constitute covenants running with the land, and shall create the Association (as defined in Section 6.1 below) for the purpose of administering and enforcing these Restrictions and for the purpose of promulgating rules and regulations of the Association governing the use, maintenance, repair, replacement, modification and appearance of the Property ("**Association Rules**") adopted in accordance with these Restrictions, the Wildlife Management Plan (as defined in Section 4.2), the Association Rules, the Plat, the Association's bylaws and the Association's certificate of formation, as any of these may be amended from time to time (collectively, the "**Governing Documents**"), and all applicable federal, state or local rule, regulation, ordinance, statute or law ("**Applicable Laws**"), all of which shall benefit and be binding upon all parties having the surface fee simple right, title or interest in or to any of the tracts as shown on the plat of the Subdivision, or any portion thereof as the same may be divided or subdivided from time to time in the future in accordance with Section 1.19 below (each of such original tracts and each divided or subdivided portions thereof are referred to in this Declaration as a "**Tract**"), together with any applicable improvements, and their respective heirs, administrators, executors, successors, personal representatives and assigns (collectively, the "**Tract Owners**") and shall be enforceable by Declarant, the Architectural Committee (as defined in Section 3.1 below), the Stewardship Committee (as defined in Section 4.1 below), the Association through its Board of Directors (the "**Board**") and Declarant's successors and assigns.

ARTICLE 1

TRACT USE AND GENERAL RESTRICTIONS

1.1 Restrictions. All of the Property and any right, title or interest in the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Governing Documents. No deviation from the Governing Documents is permitted without the prior written approval of Declarant, the Architectural Committee, the Stewardship Committee or the Board, as may be appropriate.

1.2 Tract Use.

(a) All Tracts other than Tracts 2 and 3 shall be used only for single family residential purposes, the management and maintenance of indigenous wildlife, and/or for (a) permanent agricultural crops including vineyards, lavender, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) or (b) as a Home Occupation (as defined in Section 1.4 below), and for no other purposes except as provided in the Governing Documents.

(b) Tracts 2 and 3 may be used for single family residential purposes and/or non-single family residential purposes; the management and maintenance of indigenous wildlife; and/or for (a) permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) or (b) as a Home Occupation, and for no other purposes except as provided in the Governing Documents. In addition, upon submission and prior written approval by the Architectural Committee, the Residence (as defined in Section 2.1 below), and any Guest House (as defined in Section 1.3 below) constructed on Tract 2 or Tract 3 may be used as a "bed and breakfast" which shall mean and refer to temporary lodging services providing housing for occupants for a duration of less than two (2) weeks. Notwithstanding anything contained herein, Tracts 2 and 3 shall not be used for any of the following:

- (i) the sale, rental and/or repair of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, watercraft and/or trailers, including the sale, installation and servicing of equipment and parts;
- (ii) the sale or provision of fuel, lubricants, parts, accessories and/or incidental services to motor vehicles;
- (iii) the sale of sand, rock, gravel or other minerals;
- (iv) the sale and/or rental of construction equipment, agricultural equipment or similar heavy equipment;
- (v) the sale of materials used in the construction of buildings or other structures (other than paint, fixtures and hardware) or other construction activities, including the storage of such materials;
- (vi) the storage, sale, dismantling or other processing of used or waste materials, including automotive wrecking yards, junk yards or salvage yards; and
- (vii) the storage of vehicles, household goods or personal property, including self-storage units and mini-warehouses;
- (viii) any commercial activity that will generate dust, smoke or fumes so as to be offensive or detrimental to any other portion of the Property; and
- (ix) massage parlors and/or adult oriented businesses.

1.3 **Structures.** On all Tracts other than Tracts 2 and 3, there may not be constructed on any Tract any Improvements other than the primary Residence, and one (1) guest house or similar living quarters ("**Guest House**"), one (1) detached garage and one barn or storage building. A barn or other Out Building may be constructed on Tract 1 and Tracts 4 through 16 before the primary Residence, but shall not be used as a Residence. Upon submission and approval by the Architectural Committee, additional structures, such as detached garages and Out Buildings, may be allowed on each of Tract 1 and Tracts 4 through 16, but shall not be used as a Residence. One Residence, one

Guest House, one detached garage and one barn or storage building may be constructed on Tracts 2 and 3 and/or one or more buildings for non-single family use, subject to the other provisions of the Governing Documents; it being intended that Tracts 2 and 3 may be used for either single-family residential purposes or non-single-family residential purposes or for both such purposes.

1.4 Home Occupation. Any Residence or any Appurtenance may be used for an accessory non-residential, occupational use (a "**Home Occupation**") conducted entirely within the Residence or Appurtenant structure that is clearly incidental to the residential use of the Residence by the Tract Owner or other resident living within the Residence and which does not change the residential character of the Tract or the Property. A Home Occupation may not generate more than three (3) vehicle trips per day of customer-related traffic. The following uses are prohibited as Home Occupations: animal hospitals or kennels; medical clinics; contractors' yard; dance studio; child care; scrap and salvage yards; massage parlors; restaurants; adult oriented businesses; automotive repair services; equipment or similar repair services; and any nuisance or noxious or offensive use.

1.5 Garages, Carports, Vehicles, Parking. For any Tract on which a Residence is constructed: (a) garages or carports are not required, but all garages either shall be part of the Residence or shall be detached structures conforming in design and materials with the Residence, and (b) any carport must be attached to the Residence or a Guest House, and may not be detached or freestanding unless a Variance is granted as provided in Section 3.3. For all Tracts: (a) garages shall not open facing the Private Streets; (b) parking of operable vehicles in driveways is permitted; (c) any bus, boat, boat trailer, trailer, camper, recreational vehicle, semi-trailers or other multiple-axle or commercial trucks, unused or inoperable automobiles or any vehicle other than conventional, operational automobiles and pickup trucks shall, if brought upon the Property, be stored, placed or parked within the garage or an appropriate storage building or other Out Building unless they can be concealed from view from any public road or Private Street. Neither mobile homes nor HUD-code manufactured homes (as those terms are defined by the Texas Manufactured Housing Standards Act, Texas Occupations Code Section 1201.001 et seq) are permitted within any portion of the Property.

1.6 Setback Requirements and Building Locations. All front, side and rear setbacks must be approved by the Architectural Committee, and must meet the requirements of Applicable Laws and the requirements of the Governing Documents; provided, however, Improvements shall not be located nearer than one hundred fifty feet (150') from "Buffalo Way," "Gray Wolf" or "Black Hawk" nor shall they be nearer than fifty feet (50') from any side or rear boundary line of any Tract (the "**Setback Requirements**") unless a Variance is granted. Notwithstanding the foregoing, no non-single family residential building (other than the existing residence located on Tract 2), Guest House, Outbuilding, structure or other Improvement shall be located on Tract 2 or 3 nearer than one hundred feet (100') from the property line of said Tracts adjoining Tracts 14 and 4, respectively, nor shall they be located nearer than fifty feet (50') from the property line of said Tracts along U.S. Highway 281 nor nearer than fifty feet (50') from any other boundary line of Tract 2 or 3.

1.7 Landscaping. All Landscaping is encouraged to be at least seventy-five percent (75%) native Texas plants. Weather permitting, the surface of the ground area disturbed by the construction of any Residence, Appurtenances, non-residential building or structure or any other Improvement shall be revegetated within ninety (90) days after the completion of such construction. The

Stewardship Committee recommends Landscaping using native plants that are less attractive or palatable to white-tailed deer, including agaritos, yuccas, and salvias known to discourage deer from coming within close proximity to the Residences. This is intended to discourage deer from becoming a nuisance species, thereby benefiting the health and well being of the native habitat as well as the Tract Owners. Further, each Tract Owner shall be responsible for maintaining his own Landscaping in a healthy condition, including, but not limited to, mowing the lawn on a regular basis, pruning trees and shrubs, keeping lawn and garden areas alive, free of weeds, keeping parking areas and driveways in good repair, and cleaning landscaped areas lying between Private Streets and Tract lines. Pruning and cutting of trees may be governed by the Association Rules.

1.8 Exterior Lighting and Sound. No exterior horns, whistles or bells (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No exterior lights or noise shall be permitted to exist or operate upon any portion of any Tract so as to be offensive or detrimental to any other portion of the Property or to the Tract Owners.

1.9 Mailboxes. Mailboxes shall be provided by each Tract owner. Maintenance of the mailboxes shall be the responsibility of each Tract owner.

1.10 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any part of the Property. No poultry, fowl, hogs, goats, sheep or other animals may be kept on any portion of the Property except as expressly permitted below unless a Variance is granted by the Architectural Committee. However, a school student may have up to two (2) animals for a 4-H Club project or Future Farmers of America project. These animals must be enclosed in a barn or stable or kept in a pen. The keeping of ordinary household pets, such as dogs or cats, is allowed. Each Tract shall be allowed a total of two (2) horses or other animals (other than ordinary household pets). All horses and such other animals shall be corralled and fed in an appropriately fenced area. Free grazing on the Tract shall not be allowed, unless such grazing is a temporary and limited use and is provided for in the Wildlife Management Plan. Horses may be kept and used on the Tracts only for recreational riding. A maximum of four (4) adult dogs and/or four (4) adult cats shall be permitted. Every Tract Owner shall erect appropriate fencing to confine all their household pets, horses and other animals within their Tract. All dogs outside a fenced area or off the Owner's Tract shall be on a leash.

1.11 Hunting/Trapping/Firearms. Hunting, trapping and discharging of firearms by Tract Owners and their guests is expressly prohibited within Tracts less than twenty-five (25) acres. Owners of Tracts that are twenty-five (25) acres or greater are allowed to hunt birds and deer on their Tract only with shotguns (rifles are prohibited) and bow and arrows, so long as there are no more than two hunters hunting at one time.

1.12 Utilities. Each Tract Owner shall, at his own cost, furnish, install, own and maintain electric, telephone, water, cable television or other utility or service lines of any nature or kind servicing a Tract. Each Tract Owner shall be responsible for the permitting, construction and maintenance of its own personal water and waste water system ("**Waste/Water System**") as may be regulated, controlled or inspected in accordance with the standards set by the Governing Documents or by any Governmental Entity. Each Tract Owner is responsible for installation and maintenance of

his own Waste/Water System, including, but not limited to, drilling his own water well or making such other alternate water arrangements as are appropriate (such as a rain water collection system). No privy or cesspool shall be placed or maintained upon any Tract. A portable toilet will be required during building construction upon each individual Tract. The installation and use of any propane, butane, LP Gas or other gas tank of any type (except portable gas grills) shall be installed underground, or located so as to not be visible from the Private Streets or another Tract. Any Water/Waste System which is alleged to be a nuisance shall be investigated and handled in the manner provided in Section 1.16 below.

1.13 Drainage. After any Residence, Outbuilding, Appurtenances, non-residential building or structure of any other Improvement has been substantially completed, the Tract shall be graded, if necessary, so that surface water will flow away from such Residence Outbuilding, Appurtenances, non-residential building or structure of any other Improvement to the Private Streets or a public road, drainage easements, or to natural drainage courses or areas, in conformity with the pre-existing drainage and gradation of the Property. No Tract Owner shall alter or change the volume, course or flow of any waterway or drainage course crossing or abutting any Tract.

1.14 Rainwater Collection. A rain barrel or rainwater harvesting system may be installed on a Tract only upon receiving prior written approval of the Architectural Committee. The Architectural Committee may withhold approval for the installation of a rain barrel or rainwater harvesting system if it determines that the barrel or system: (a) is of a color other than a color consistent with the color scheme of the Residence or Improvements on the Tract; (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or (c) is otherwise not consistent with the Subdivision because of its size, type, materials, or visibility from a street or another Tract. No rain barrel or rainwater harvesting system may be located on property that is owned by the Association, is owned in common by the members of the Association, or is between the front of the Residence or principal improvement on the Tract and an adjoining or adjacent street.

1.15 Trash and Recycling Containers. All trash and recycling containers shall be kept out of sight from the Private Streets except on the trash and/or recycling collection days. The Owner of each Tract shall be responsible for placing such trash and recycling containers by the Private Streets on collection days and for removing them from sight after collection.

1.16 Hazardous or Offensive Activities. No hazardous or offensive activity shall be conducted on any Tract. Any Tract Owner (the "**Complaining Owner**") may register a written complaint (the "**Complaint**") with the Association as to any alleged hazardous or offense activity of another Tract Owner (the "**Responding Owner**"), which such Complaining Owner deems is a nuisance. The Association, in its sole determination, may either (a) investigate the Complaint through its directors of the Association (the "**Directors**"), the officers of the Association (the "**Officers**") or appointed committee or (b) appoint an independent investigator to investigate the Complaint (the "**Investigation**"). In either circumstance the Association shall provide a copy of the Complaint to the Responding Owner and shall give notice (the "**Investigation Notice**") to the Responding Owner of the Investigation. The Investigation shall be conducted and a report (the "**Investigation Report**") shall be delivered to the Association (with a copy to the Responding Owner)

not later than thirty (30) days after the date of the Investigation Notice. The Responding Owner shall make such changes, repairs and improvements, as are recommended in the Investigation Report, not later than forty-five (45) days after the date of Responding Owner's receipt of the Investigation Report.

1.17 Duty of Maintenance. Tract Owners and occupants (including lessees) of any Tract shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Tract so owned or occupied, including Improvements, grounds and drainage easements in a well-maintained, safe and clean condition at all times, including, but not limited to, keeping all Improvements upon any of the Property in good condition and repair and adequately painted or otherwise maintained by the Tract Owner, and shall comply with all Applicable Laws.

1.18 Wildlife Management Plan; Qualification of Tracts for Special Use Valuation.

(a) All Tracts are currently subject to the Wildlife Management Plan developed and implemented by the Stewardship Committee in accordance with Article 4 below. All Tract Owners shall comply with all applicable Wildlife Management Plan regulations, Association Rules and other provisos of the Governing Documents implementing measures to comply with the Wildlife Management Plan. The Wildlife Management Plan adopted and enforced by the Stewardship Committee and the Association, however, is separate and apart from the "wildlife management plan" required by applicable regulations to obtain special use valuation of the Tracts for ad valorem purposes. Each Tract Owner is responsible for applying for and maintaining qualification of the Tract Owner's Tract for special use valuation for ad valorem tax purposes on the basis of wildlife management practices conducted on the Tract Owner's Tract. Each Tract Owner is responsible for developing and implementing an individual wildlife management plan for the Tract Owner's Tract consistent with the Wildlife Management Plan. Since each Tract Owner must comply with the Wildlife Management Plan developed and implemented by the Stewardship Committee, it is acknowledged that an individual wildlife management plan may contain some or all of the same elements as the Wildlife Management Plan, and may include the services to be provided for all Tracts as part of the Wildlife Management Plan as provided in Section 4.2 below. The failure of a Tract Owner to apply for, and comply with the requirements for, qualification of wildlife management on its Tract as an approved agricultural practice in accordance with all applicable requirements of Blanco County Appraisal District or other applicable Governmental Entity may result in a loss of agricultural/open space use valuation for the Tract and subject a Tract Owner to a liability for a five (5) year tax roll back by the Blanco County Tax Assessor-Collector or other applicable Governmental Entity, in addition to possible actions by the Association and/or other Tract Owners to enforce the provisions hereof pursuant to the Governing Documents.

(b) It is further provided that the owners of each of Tract 2 and Tract 3 may withdraw and remove such Tract Owner's Tract from the Wildlife Management Plan if such Tract is then being used and developed for other than residential purposes. It is further provided that if Tracts containing not less than 150 acres are owned by the same Tract Owner, such Tract Owner may withdraw and remove all of such Tract Owner's Tracts from the Wildlife Management Plan if such removal will not cause the Wildlife Management Plan to no longer satisfy the requirements for special use valuation of the remaining Tracts covered by the Wildlife Management Plan. The withdrawal and removal of

Tracts from the Wildlife Management Plan as provided in the immediately preceding two sentences is expressly subject to and conditioned upon the construction of a fence by the then owner of the Tract or Tracts being removed. Such fence shall be constructed a minimum of 20 feet from the right-of-way of Buffalo Way and/or the common property line between the Tract or Tracts being removed and the remaining adjacent Tract(s) so as to separate the Tracts being removed from the balance of the Tracts in The Hills of Madrone Ranch. If Tract 2 or Tract 3 is removed from the Wildlife Management Plan, such fence shall be completed within sixty (60) days after the date Tract 2 or Tract 3 is no longer subject to the Wildlife Management Plan. If any other Tracts are removed from the Wildlife Management Plan, such fence shall be completed within sixty (60) days after the date such Tracts are no longer subject to any wildlife management plan approved by the Blanco County Appraisal District. Such fences shall be constructed of such materials and shall be of such height as may be required to protect and to allow the existing Wildlife Management Plan to continue to satisfy the requirements for special use valuation of the remaining Tracts and otherwise shall comply with the requirements of this Declaration. If not required to protect and continue the Wildlife Management Plan for the remainder of the Tracts, such fence may, at the option of the owner of the Tract or Tracts removed, be a fence of sufficient height and materials as may be reasonable to protect the Tract or Tracts removed from wildlife or contain wildlife within the Tract or Tracts removed. Upon removal of such Tract or Tracts from the Wildlife Management Plan and upon the completion of the required fence, the Tract Owner of any Tract so removed shall not be responsible for the payment of any of the costs of such Wildlife Management Plan incurred from and after the date of such removal. Notwithstanding anything contained herein to the contrary, including without limitation, the provisions of Section 8.2 below, in the event a Tract Owner removes such Tract Owner's Tract or Tracts from the Wildlife Management Plan in accordance with the provisions hereof, such Tract Owner's consent or approval to any amendment to these Restrictions with respect to the Wildlife Management Plan shall not be required, and such amendment shall require only a majority of the then Tract Owners of the Tracts that are subject to the Wildlife Management Plan.

1.19 Subdivision of Tracts. Only with the prior written approval of Declarant as long as Declarant owns at least three (3) Tracts, and of the Association thereafter, each of the original Tracts as shown on the plat of The Hills of Madrone Ranch recorded in Book 2, Page 16 of the Plat Records of Blanco County, Texas, of twenty-five (25) acres or more may be divided or subdivided into not more than two (2) smaller Tracts, each of which shall have a minimum area of not less than twelve and one-half (12.5) acres and each of which shall have frontage on a Private Street or U.S. Highway 281.

1.20 Easements. Easements for access and the installation and maintenance of utilities, drainage facilities, the Private Streets, public roads and Common Areas (as defined in Section 5.1 below) are reserved as shown on the Plat. A easement is hereby created and imposed along and within twenty (20) feet parallel to the north, west and south perimeter boundaries of the Property for the installation, operation, maintenance and ownership of public or private utility lines (including, but not limited to, water, sewer, drainage, stormwater, electric, telephone, cable television, electronic data transmission and communications lines, systems and appurtenances). Easements are also hereby created and imposed for the installation, operation, maintenance and ownership of public and private utility service lines from the Tract boundaries to the Residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing utilities, drainage facilities, Common Areas and Improvements.

1.21 Access for Tracts 1, 2 and 3. Access to and from Tract 1 shall be provided exclusively from Buffalo Way, and no access to and from Tract 1 may be provided to and from U.S. Highway 281. Access to and from Tract 2 and Tract 3 shall be provided exclusively to and from U.S. Highway 281, and no access to and from Tract 2 shall be provided or permitted to and from Buffalo Way.

1.22 Solar Energy Devices.

(a) No solar energy device or system shall be installed without the prior written approval of the Committee or the Architectural Committee. Such installation shall be in harmony with the design of the Residence and the Subdivision.

(b) No solar energy device shall be permitted on any Tract or within the Subdivision that:

- (i) has been adjudicated by a court to threaten the public health or safety or to violate any law;
- (ii) is located on property owned or maintained by the Association;
- (iii) is located in an area on a Tract other than on the roof of the Residence or other structure permitted under this Declaration or in a fenced yard or patio owned and maintained by the Tract Owner.

(c) Solar energy devices are permitted on a roof only if:

- (i) they do not extend higher than or beyond the roofline;
- (ii) they conform to the slope of the roof;
- (iii) they have a top edge that is parallel to the roofline;
- (iv) they have a frame, support bracket and visible piping or wiring that is in a silver, bronze or black tone commonly available in the marketplace; and
- (v) they are located on rear or side roof areas unless the Tract Owner can demonstrate an alternate location will result in an estimated increase the annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory by more than ten percent (10%) above the energy production of the device if located on the rear or side roof areas.

(d) Solar energy devices located in a fenced yard or patio must be no taller than the fence line.

(e) Solar energy devices may not be placed in an area which would substantially interfere with the use and enjoyment of other property by causing unreasonable discomfort or annoyance to persons or ordinary sensibilities, as determined by the Architectural Committee, unless owners of all potentially adversely affected properties consent to the location in writing.

(f) No solar energy device may be installed if such installation voids material warranties.

1.23 Flags. A Tract Owner may display the official flag of the United States of America, the State of Texas, or any branch of the United States armed forces in accordance with this Subsection. The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. A flagpole attached to a Residence or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Residence. The display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. A flag and the flagpole on which it is flown must be maintained by the Tract Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Tract Owner. No more than one (1) flagpole may be constructed on a Tract, and no flagpole may exceed more than twenty feet (20') in height. Flags may not be displayed that exceed a dimension of three feet (3') in height by five feet (5') in width. The particular location of flag poles and any lighting used to illuminate a flag must be approved by the Architectural Committee. The external halyard of a flagpole may not create noise that can be heard more than twenty-five feet (25') from the flagpole, or within the interior of any residence or other structure in the Subdivision. No Tract Owner may install a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

1.24 Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Subdivision, no sign of any kind shall be displayed to the public view on any Tract, the right of way of any Private Street or other Common Area, except:

- (a) any Tract Owner may display one (1) sign of not more than twelve (12) square feet on a Tract improved with a Residence to advertise the Tract and Residence for sale or rent.
- (b) signs required for legal proceedings;
- (c) one or more signs advertising a political candidate or ballot item for an election may be displayed by a Tract Owner on the Owner's Tract only during the period starting on the 90th day before the date of the election to which the sign relates and ending on the 10th day after that election date, and only if such signs comply with the following:
 - (i) all such signs must be ground-mounted.
 - (ii) only one sign may be displayed for each candidate or ballot item.
 - (iii) such signs do not contain roofing material, siding, paving materials, flora, balloons or lights, or any other similar building, landscaping, or non-standard decorative component.
 - (iv) such signs are not 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.
 - (v) such signs are not painted on architectural surfaces.
 - (vi) such signs do not threaten the public health or safety.
 - (vii) such signs are not larger than four-feet by six-feet.

- (viii) such signs do not violate any law.
- (ix) such signs do not contain language, graphics, or any display that would be offensive to the ordinary person.
- (x) such signs are not accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.

All signs described in subsections (a)-(c) above must be set back from the curb line at least ten feet (10') and the bottom of each such sign must not be higher than two feet (2') above the ground level. Except as expressly allowed by this Section 1.4, no other form of signage or advertising will be allowed in or adjacent to the Subdivision.

ARTICLE 2

CONSTRUCTION OF IMPROVEMENTS

2.1 General Provisions. Construction on any Tract of a single-family home (a “**Residence**”), any non-single family building or any other structure of any kind or nature, including, but not limited to, Guest Houses, Out Buildings (as defined in Section 2.2(c) below), patios, garages, swimming pools, tennis courts, fences, screening or retaining walls, poles, signs, fuel tanks, pumps, windmills, wells, antennas, towers, driveway, landscaping, exterior lighting or any other improvement (collectively, “**Appurtenances**”) is governed by the Governing Documents. Residences, non-single family buildings and other structures, Guest Houses, Out Buildings and other Appurtenances and Landscaping are referred collectively to as the “**Improvements.**”

2.2 Residences. The construction of a Residence and associated Guest House, Out Buildings and other improvements on any Tract, and the construction of any Improvements on all Tracts other than Tract 2 and Tract 3 shall be subject to the provisions of this Section 2.2. It is expressly understood and agreed that the construction of any non-single family building or structure on Tract 2 or Tract 3 shall not be subject to the provisions of this Section, but shall be subject to the provisions of Section 2.3 below and the other applicable provisions of the Governing Documents.

(a) Architectural Approval. No Residence, Guest House, Out Building or other Improvement shall be commenced, erected, constructed or placed on any Tract until the plot plan and elevation drawings of any building on the Tract, showing the location of such buildings, and construction plans and specifications therefor (collectively, the “**Plans**”) have been submitted in duplicate to the Architectural Committee for approval. No alteration, addition or modification to a Residence shall be made until the Plans for such alteration, addition or modification have been submitted to the Architectural Committee for approval; provided the alterations or modifications requiring prior approval shall not include painting or routine maintenance repairs and replacements. When the Plans meet the approval of the Architectural Committee, one complete set of Plans will be retained by the Architectural Committee and the other complete set of Plans shall be marked “Approved”, and returned to the Tract Owner or his designated representative. If the Architectural Committee fails to provide Tract Owner with any objections or response to the Plans within thirty (30) days after submission, then the Plans shall be deemed approved, written approval of those matters shall

not be required, and compliance with this submission requirement shall be deemed to have been completed.

(b) Minimum Floor Area. Except for the existing Residence located on Tract 2 as of the date of this Declaration, all Residences shall be no more than three (3) stories and the total air-conditioned living area (floor area) of the Residence, as measured to the outside of exterior walls but exclusive of porches, garages, patios, and detached accessory buildings shall contain not less than 1,800 square feet of floor area. If the main Residence is two or three stories, then the floor area of the first floor shall not be less than 1,200 square feet.

(c) Exterior Surface. The exterior surface of all Residences, Guest Houses and garages shall be constructed of wood (not plywood), Hardiboard lapping, logs, natural stone, stone veneer or stucco ("**Approved Exterior Materials**"), with paint and stain colors, in keeping with a Hill Country architectural style ("**Hill Country Style**"). Brick can be used for accenting purposes only. Early Blanco County and Gillespie County construction consisting of log cabins or log homes, natural limestone construction, early Fredericksburg frame styles or any combination thereof which do not adversely impact the Subdivision, the Tracts or other Residences may be considered by the Architectural Committee on a case by case basis. It is specifically required that the exterior walls of each Residence shall have not less than forty percent (40%) of the total area of each such exterior wall shall be natural stone, stone veneer or stucco unless a Variance is granted prior to construction by the Architectural Committee. One hundred percent (100%) of the exterior of all chimney or fireplace enclosures that protrude out from an external wall shall be constructed of natural stone, stone veneer or stucco. The surface area of windows surrounded completely by natural stone, stone veneer or stucco may be included within the computation of the forty percent (40%) of the total area of each exterior wall required to be constructed of natural stone, stone veneer or stucco for a Residence. The exterior walls of all barns, stables, storage buildings, sheds and workshops (collectively, "**Out Buildings**") shall be constructed of Approved Exterior Materials with paint and stain colors in keeping with the Hill Country Style or may be constructed of painted metal siding of similar colors. The exterior walls of Out Buildings shall not be required to be constructed of natural stone, stone veneer or stucco.

(d) Roofs. Roofs on Improvements must be of composition dimensional shingles, slate, standing seam or V-crimp (but not corrugated) metal or tile consistent with the Hill Country Style and the color and appearance of other Improvements on the Tract. Notwithstanding the foregoing, roofing materials that are designed primarily to be wind and hail resistant, to provide heating and cooling efficiencies greater than those provided by customary composition shingles, or provide solar generation capabilities, AND which when installed resemble the shingles used or permitted to be used as provided in this Subsection 2.2(d), are more durable and are of equal or superior quality to the shingles used or permitted to be used in this Subsection 2.2(d), and that match the aesthetics of the properties surrounding the Tract shall also be permitted.

(e) Roof Projection, Antennas and Satellite Dishes. No projections of any type shall be placed or permitted to remain above the roofline of any Residence with the exception of one or more chimneys, one or more vent stacks or a service riser conduit on the outside wall. Telescopic tubular television towers with support wires ("**Residence TV Antenna**") may be erected upon or attached to a Residence provided all support wires are attached or anchored to the Residence. No wind towers, cell towers or other commercial communication transmission towers are permitted. No radio or television tower, antenna, satellite dish, disc or other such equipment ("**Antenna**") whose height extends more than fifty (50) feet above the surface of the Tract at the point at which the tower is erected shall be placed or maintained on any Tract unless approved by the Architectural Committee. Any Antenna must satisfy the Setback Requirements. If a Tract Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Tract Owner may install the Antenna in the least conspicuous location on the Tract where an acceptable quality signal can be obtained.

(f) Driveways. All driveways shall be surfaced with concrete, asphalt, pavers, crushed granite or other similar material (but not caliches) for a minimum distance of 150 feet from the road right-of-way (Tract property line). An unobstructed path with a width of not less than twelve feet (12'), including the surfaced driveway, is required to provide access for emergency vehicles to the Improvements. Any driveway into a Tract, and culverts for the driveway which are constructed over a drainage canal or ditch, shall be constructed in compliance with Applicable Laws.

(g) Fences and Gates. No fence, wall or gate ("**Fence**") shall be erected, placed or altered on any Tract without prior written approval from the Architectural Committee of the design, the materials used and the location of the Fence (being no nearer to any road right of way than 20 feet (20')). The Architectural Committee may, in its discretion, prohibit the construction of any proposed Fence and specify the materials of which any proposed Fence or gate must be constructed. Chain link fences are prohibited unless they have a black vinyl coating. No Fence shall exceed six (6) feet in height unless a variance is granted by the Architectural Committee. No solid fencing (whether wood or masonry) of any kind shall be constructed within the Subdivision except around a personal swimming pool or patio. However a "game-proof" fence may be built around the perimeter of the Subdivision. Any entrance gate to a Tract must be first class in appearance. Aluminum lifetime gates are not allowed.

(h) Swimming Pools. Moveable aboveground swimming pools are strictly prohibited. If the swimming pool is at the same level as the first floor of the Residence and due to the topography of the Tract, the wall or support structure for the swimming pool or deck is greater than three (3) feet in height, such wall or support structure shall be screened from adjoining Tracts, Private Streets or public roads. Any swimming pool must be enclosed by a Fence.

(i) Construction Commencement. All exterior construction of the Residence and Appurtenances and all interior construction shall be completed not later than one (1) year

following the "commencement of construction" which shall be deemed to mean the date on which the foundation forms are set.

(j) Building Code. All Residences, Guest Houses, Out Buildings and other Improvements will be constructed in accordance with the 2009 International Building Code promulgated by the International Code Council, or such other code as may be adopted in the future and from time to time thereafter as the building code for other than single-family residential structures in the State of Texas; the 2009 National Electrical Code, or such other code as may be adopted from time to time as the electrical construction code for other than single-family residential structures in the State of Texas; and the latest editions of the Uniform Plumbing Code and the Uniform Mechanical Code or such other building codes, if any, as may be required by any governmental or quasi-governmental entity which now has or later may acquire appropriate jurisdiction over the Property (collectively, the "**Residential Building Codes**") including, but not limited to, the City or County of Blanco, the State of Texas or its several agencies and the federal government (collectively, "**Governmental Entity**") and Applicable Laws.

2.3 Non-Single Family Buildings. The construction of any building, structure or other Improvement other than a Residence and associated Guest House and Out Buildings on Tract 2 or Tract 3 shall be subject to the provisions of this Section 2.3. In addition to such other restrictions, covenants and conditions as may be imposed on Tract 2 and/or Tract 3 in the future, all buildings, structures or other Improvement other than a Residence and associated Guest House and Out Buildings will be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings promulgated by the International Code Council as it existed on May 1, 2001, or such other code as may be adopted from time to time as the municipal residential building code in the State of Texas; the National Electrical Code, as it existed on May 1, 2001, or such other code as may be adopted from time to time as the municipal electrical construction code in the State of Texas; and the latest editions of the Uniform Plumbing Code and the Uniform Mechanical Code or such other building codes, if any, as may be required by any governmental or quasi-governmental entity which now has or later may acquire appropriate jurisdiction over the Property (collectively, the "**Non-Single Family Building Codes**") including, but not limited to, the City or County of Blanco, the State of Texas or its several agencies and the federal government and Applicable Laws.

2.4 On Site Construction. No Residence, Guest House, or other building or structure intended for human occupation may be moved on to any Tract. All Residences, Guest Houses and other building or structure intended for human occupation shall be constructed and built on the Tract; provided, however, the relocation or reconstruction of a structure of historic quality and integrity to be used as a Residence, a Guest House or Appurtenance may be permitted upon written approval of the Architectural Committee. No trailer, mobile, modular, premanufactured, or prefabricated home, Quonset hut, tent, shack, or other temporary structure or building (other than Out Buildings) shall be erected or placed on any Tract, either temporarily or permanently. However, the Owner of a Tract may park a camper or recreational vehicle on his Tract for not more than two weeks a month before the Residence on the Tract is constructed. Builders have the temporary right to use a Residence or Appurtenance as a temporary office or model home during the period of and in connection with the construction and sales of Residences within the Property, but in no event shall a builder have such

right for a period in excess of one (1) year after the date of substantial completion of the last Residence on the Tracts owned by the builder within the Property.

ARTICLE 3
ARCHITECTURAL CONTROL COMMITTEE

3.1 Architectural Committee. Until such time as Declarant owns fewer than six (6) of Tracts 4 through 16, the Architectural Control Committee (the “**Architectural Committee**”) shall be composed of either Declarant or not less than two (2) and not more than three (3) individuals selected and appointed by Declarant. When Declarant owns fewer than six (6) of Tracts 4 through 16, the Architectural Committee authority shall automatically vest in the Association. The Architectural Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Subdivision. Pursuant to this Declaration, the Architectural Committee shall function as the representative of Declarant consistent with the creation and preservation of a first-class residential development.

3.2 Architectural Committee Members. When Architectural Committee authority vests in the Association, the Association shall appoint at least two (2) and not more than three (3) members, at least one (1) of which shall be an Officer or Director of the Association. In the event of the death or resignation of any member of the Architectural Committee, the Board shall designate and appoint a successor. No member of the Architectural Committee shall receive any compensation for services performed.

3.3 Variations. The Architectural Committee may grant variations from compliance with any of the provisions of this Declaration and the Association Rules regarding construction, erection, or installation of Improvements (a “**Variance**”), including, but not limited to, restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, setbacks, colors, materials, or land use when in the opinion of the Architectural Committee, in its sole and absolute discretion, such Variance will not be adverse to the overall development plan for the Subdivision. Such Variations must be evidenced in writing and must be signed by at least a majority of the Voting Members of the Architectural Committee. If a Variance is granted, no violation of this Declaration and the Association Rules shall be deemed to have occurred with respect to the matter for which the Variance was granted. The granting of such Variance shall not operate to waive any of the terms and provisions of this Declaration and the Association Rules for any purpose except as to the particular Property and in the particular instance covered by the Variance.

ARTICLE 4
STEWARDSHIP COMMITTEE

4.1 Stewardship Committee. Until such time as Declarant owns fewer than six (6) of all the Tracts, the Stewardship Committee (“**Stewardship Committee**”) shall be composed of either Declarant or not less than two (2) and not more than three (3) individuals selected and appointed by Declarant. When Declarant owns fewer than six (6) of all the Tracts, the Stewardship Committee authority shall automatically vest in the Association.

4.2 Stewardship Committee Purpose. It shall be the duty of the Stewardship Committee to evaluate, adopt, file and implement a plan for wildlife management (the "**Wildlife Management Plan**") that will benefit the indigenous wildlife population on the Property. It is contemplated that the Wildlife Management Plan will fulfill the requirements of Applicable Laws (such as Texas Tax Code Section 23.51(7) and Texas Administrative Code Title 34, Part 1, Chapter 9, Subchapter I, Section 9.4003). The Stewardship Committee may employ a professional wildlife management consultant to assist it to evaluate, adopt and implement the Wildlife Management Plan. The Stewardship Committee shall file a plan, whenever requested by the Blanco County Appraisal District, other Governmental Entity or Applicable Laws. To ensure compliance with Applicable Laws and consistency throughout the Property, the Stewardship Committee may engage an agent for professional wildlife management services to implement the Wildlife Management Plan on each Tract and on all the Property. A professional wildlife management service has been engaged to check existing platform feeders and platform feeders that may be constructed by individual Tract Owners on their Tracts and to conduct an annual census (surveys, counts and reports) as part of the Wildlife Management Plan. The cost of these services, and such other services as the Stewardship Committee may determine to be appropriate from time to time, shall be paid by the Association and shall be included as part of the costs used to determine the Regular Assessments in accordance with Section 5.7 below.

4.3 Stewardship Committee Members. When Stewardship Committee authority vests in the Association, the Association shall appoint at least two (2) and not more than three (3) members, at least one (1) of which shall be an Officer or Director of the Association. In the event of the death or resignation of any member of the Stewardship Committee, the Board shall designate and appoint a successor. No member of the Stewardship Committee shall receive any compensation for services performed.

4.4 It is expressly understood that each Tract Owner may be required to make, and shall be responsible for making, such applications and complying with the requirements to obtain special use valuation of their own Tract. Declarant provides no assurances, and makes no representation or warranty, concerning the continuation of the special use valuation or the ability of any Tract to qualify for special use valuation based on the Wildlife Management Plan. To provide for the continuation of the Wildlife Management Plan and to allow each Tract Owner the opportunity to apply for special use valuation of each Tract Owner's Tract based on the Wildlife Management Plan, no Tract Owner shall be entitled to remove such Tract Owner's Tract from the Wildlife Management Plan if such removal would cause the Wildlife Management Plan to no longer be viable with respect to the other Tracts or if such removal would result in any of the other Tract Owners to no longer be able to qualify for special use valuation based on the Wildlife Management Plan. Otherwise, with the prior written consent of the Stewardship Committee, a Tract Owner may remove such Tract Owner's Tract from the Wildlife Management Plan.

ARTICLE 5 **COMMON AREAS**

5.1 Common Areas. The common areas ("**Common Areas**") shall mean (i) the Private Streets, including any gates or limited access controls or other devices controlling access, and any

landscaping located within the right-of-way of the Private Streets; (ii) the entry way signs, landscaping, any lighting or other improvements located within the Entryway Easements granted to the Association over portions of Tracts 1 and 2; (iii) any and all other easements in favor of the Association or Declarant over any of the Tracts; (iv) any property conveyed to the Association; and (v) any other portion of Property, other than the Tracts, designated by Declarant to be part of the Common Areas. For purposes of this Declaration, "**Private Streets**" shall mean the parcel or tract within the Property designated as "Buffalo Way," "Gray Wolf" and "Black Hawk" on the Plat or any future parcel or tract within the Property that is designated on any future recorded subdivision plat or map of the Property, or any portion thereof, or otherwise designated by Declarant to be used as a private right-of-way or as an access easement to provide ingress and egress to and from the Tracts and any public highway, street or road. As used herein, the term "Private Streets" shall not include any private driveway, roadway, trail or other accessway located on any Tract. Declarant shall convey the Private Streets to the Association, and the Association shall thereafter be responsible for the operation and maintenance of the Private Streets and may levy and collect Assessments (as defined in Section 6.7 below) for such operation and maintenance as the Association determines appropriate and in accordance with the Governing Documents.

5.2 Use of Common Areas. Use of the Common Areas shall be limited to Owners of Tract 1 and Tracts 4 through 16, their respective families, tenants, guests and invitees. Subject to the provisions of this Declaration, each of the Owners of Tract 1 and Tracts 4 through 16, and their respective families, tenants, guests and invitees, shall have the right of access and an easement over and across the Private Streets for purposes of pedestrian and vehicular access to and from the Tracts, and in and to any Common Areas hereafter conveyed to the Association, which rights and easements shall be an appurtenant to each Tract. Further, an express easement is hereby granted across the Private Streets and any adjoining Common Areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protections, solid and other waste material pick up and any other purpose any governmental authority deems necessary, and Declarant does further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Streets and adjoining Common Areas as a result of governmental vehicles traversing over same. The Association shall have the right and authority to establish and post speed limits for the Private Streets within the Subdivision. Unless otherwise posted, the speed limit for all private streets within the Subdivision shall be 20 miles per hour. All Tract Owners and the occupants of Tracts within the Subdivision and their respective tenants, guests, contractors and invitees shall obey all speed limits established by this Declaration or by the Association.

5.3 Maintenance of Common Areas. The Association shall maintain all Common Areas consistent with the Governing Documents and Applicable Laws.

5.4 Easement over Common Areas. Each Tract Owner within the Property other than Declarant, by acceptance of a deed whether disclosed in the deed or expressed by acceptance of any other conveyance, grants to the Association an easement over the Common Areas, which shall be appurtenant to and shall pass with title to each respective Tract. Each of the Owners of Tract 1 and Tracts 4 through 16 shall have a license for the use and enjoyment of the Common Areas on an equal basis of all Property rights held by the Association, as granted and regulated by the Association. No Tract Owner other than Declarant or the Association shall have the right to make alterations, additions or improvements to the Common Areas.

5.5 Damage to Common Areas. Each Tract Owner shall be liable to the Association for any damage to any portion of the Common Areas caused by the negligence or misconduct of the Tract Owner, his family, tenants, guests and/or invitees.

ARTICLE 6
THE HILLS OF MADRONE RANCH PROPERTY OWNERS
AND WILDLIFE MANAGEMENT ASSOCIATION

6.1 Association. The Property shall be managed by THE HILLS OF MADRONE RANCH PROPERTY OWNERS AND WILDLIFE MANAGEMENT ASSOCIATION, INC. (the “**Association**”). The Association shall operate as a nonprofit corporation under Texas Business Organizations Code Section 22, and any amendments thereto or successor statutes thereof. The Association shall be managed by its Board pursuant to the provisions of the Governing Documents.

6.2 Membership. Every person or entity who is a Tract Owner shall be automatically a member of the Association (“**Member**”).

6.3 Meetings. Annual meetings of the Members may be held at such time as is provided in the Bylaws of the Association. Special meetings may be called at any time pursuant to the provisions of the Bylaws of the Association.

6.4 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A Members. Class A Members shall be all the Tract Owners with the exception of Declarant. Declarant may, however, become a Class A Member upon termination of its Class B Membership as hereinafter provided. When more than one person holds an interest in any Tract, all such Tract Owners shall be Class A Members, and the vote shall be exercised as they among themselves determine. In no event, however, shall there be more than one (1) vote cast with respect to any Tract.

(b) Class B Members. Declarant shall be the sole Class B Member and shall be entitled to two (2) votes for each Tract Declarant owns. Class B Membership shall cease and be converted to Class A Membership on the happening of the earlier to occur of the following events:

(i) When Declarant owns fewer than six (6) Tracts; or

(ii) At such time as Declarant voluntarily relinquishes its Class B membership rights.

6.5 Purpose. The Association is organized and operated to provide for the maintenance and operation of the Private Streets and other Common Areas, for the administration and enforcement of this Declaration, for the acquisition, construction, management, maintenance and care of property nominally owned by the Association and held for the use, benefit and enjoyment of its Members, for the orderly development of the Property and for any and all other purposes that are lawful and

necessary, proper or desirable in operating for the peace, health, comfort and general benefit of its Members, subject to any limitations as stated in the Governing Documents and Applicable Laws.

6.6 Rights, Powers and Duties. The Association shall have the powers of a Texas non-profit corporation, subject to the limitations upon the exercise of such powers as are expressly set forth in this Declaration. Acting by and through the Board, the Association shall have the power to do and perform any and all acts that may be necessary or proper for, or incidental to the exercise of any other powers granted to it by Applicable Laws or this Declaration. Without any anyway limiting the generality of the foregoing, the Board, for and on behalf of the Association, may:

- (a) Adopt and amend bylaws;
- (b) Adopt and amend Association Rules;
- (c) Adopt and amend budgets for revenues, expenditures, and reserves and collect Assessments for common expenses from Tract Owners, including the expenses under the Wildlife Management Plan;
- (d) Hire and terminate managing agents and other employees, agents, consultants and independent contractors;
- (e) Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on matters affecting the Subdivision;
- (f) Make contracts and incur liabilities relating to the operation of the Subdivision and the Association;
- (g) Make additional improvements to be included as a part of the Common Areas;
- (h) Grant easements, leases, licenses, and concessions through or over the Common Areas;
- (i) Impose and receive payments, fees, or charges for the use, rental, or operation of the Common Areas and for services provided to Tract Owners;
- (j) Impose interest, late charges, and, if applicable, returned check charges for late payments of Assessments and perfect and foreclose Assessment Liens (as defined in Section 7.4 below);
- (k) If, in accordance with Applicable Laws (including without limitation, Texas Property Code Chapter 209 as amended from time to time), and after notice and an opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable costs incurred by the Association relating to violations of the Governing Documents;

(l) Charge costs to a Tract Owner's Assessment account and collect the costs as provided in these Restrictions;

(m) Adopt and amend rules regulating the collection of delinquent Assessments and the application of payments;

(n) Impose reasonable charges for preparing, recording, or copying amendments to the Governing Documents, resale certificates, or statements of unpaid Assessments;

(o) Purchase insurance and fidelity bonds, including Directors' and Officers' liability insurance, if, and to the extent, the Board considers appropriate or necessary;

(p) Subject to the requirements of Applicable Laws (including without limitation, Texas Business Organizations Code § 22, as amended) indemnify a Director or an Officer of the Association who was, is, or may be made a named defendant or respondent in a proceeding because the person is or was a Director or an Officer;

(q) Upon the vesting of the Architectural Committee in the Association:

(A) Adopt written architectural control guidelines for its own use; and

(B) Modify the guidelines as the needs of the Subdivision change;

(r) Exercise all other powers conferred by the Governing Documents;

(s) Exercise other powers that may be exercised in the State of Texas by a nonprofit corporation;

(t) Exercise other powers necessary and proper for the governance and operation of the Association;

(u) Borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Tract Owners, if the Association sees fit;

(v) Enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association; and

(w) Enforce the Governing Documents and seek specific performance, injunctive relief and damages (or any other relief, at law or in equity) from any Tract Owner.

6.7 Assessments. Each Tract Owner, by accepting a deed conveying a Tract, covenants and agrees to pay any and all charges, expenses and fees as detailed below for such Tract, and to the extent such Assessments are not paid, hereby grants a lien and security interest in the Tract and the Residence and other Improvements thereon (the "**Assessment Liens**") to the Association to secure payment to the Association of the following:

(a) Regular assessments for maintenance and insurance on portions of the Property and the Common Areas, the costs under the Wildlife Management Plan as determined by the Stewardship Committee from time to time, or other charges for the benefit of the Tracts and the Subdivision, which shall be levied and assessed annually or on a more frequent basis as determined from time to time by the Board (“**Regular Assessments**”);

(b) Special assessments for capital improvements or non-routine maintenance of the Property (“**Special Assessments**”); and

(c) Special assessments in connection with a Tract Owner’s failure to perform the required exterior maintenance on his Improvements or in connection with a Tract Owner’s failure to comply with the Wildlife Management Plan or other Governing Documents.

(collectively, the Regular Assessments, the Special Assessments and the special assessments against an individual Tract are referred to as “**Assessments**”).

6.8 Determination of Assessments. Until changed by the Association in accordance with the Governing Documents, the Regular Assessment on each Tract shall be equal to a total of \$374.00 per year. Regular Assessments shall be made in equal amount to each Tract for the respective portions for which it is responsible as provided herein. On January 2nd of each year, or at such other times as the Board may deem appropriate, the Board shall set the Regular Assessment for the calendar year at such level as it may determine; provided, however, the Board may increase the total amount of the Regular Assessments by a maximum of twenty percent (20%) of the total amount of the Regular Assessments for the immediately prior year. Such percentage increase are not cumulative and Regular Assessments may be established prospectively only. Any increase in the total amount of Regular Assessments in excess of the 20% maximum must be approved by a majority of the Tract Owners. Notwithstanding the foregoing, the amount of the Assessments for Tract 2 and Tract 3 shall not include any portion of the costs and expenses associated with or related to the Common Areas; it being intended that the Assessments for such Tracts shall include only an equal prorata portion of the costs related to the implementation and carrying out of the Wildlife Management Plan and the general costs and expenses of operating the Association. Except as expressly provided otherwise herein, it is intended that each Tract shall be responsible for an equal prorata share of the costs and expenses of the Association equal to a percentage the numerator of which is one and the denominator of which is the total number of Tracts subject to this Declaration. In the event any Tract is subdivided into two (2) Tracts, each of the resulting Tracts shall be included in total number of Tracts to be included in the denominator of such percentage for purposes of calculating the Tracts’ respective shares. If a Tract or Tracts are withdrawn and removed from the Wildlife Management Plan in accordance with the provisions of Section 1.18(b), the portion of the Assessments attributable to the Wildlife Management Plan shall be allocated in equal prorata shares among the Tracts that are subject to the Wildlife Management Plan, and the Tract or Tracts removed from the Wildlife Management Plan shall be responsible only for an equal prorata share of the costs and expenses of the Association not attributable to the implementation and carrying out of the Wildlife Management Plan.

6.9 Wildlife Management. The Association is hereby specifically granted the right to develop, implement and conduct the Wildlife Management Plan for the Property and the Stewardship

Committee shall be principally responsible for overseeing the management of the free roaming wildlife within the Property. Each Tract Owner agrees to the payment of Assessments for the purpose of implementing and carrying out the Wildlife Management Plan.

6.10 Enforcement of Wildlife Management. The Stewardship Committee shall be responsible for enforcing the provisions of the Governing Documents relating to the Wildlife Management Plan generally and wildlife management, specifically, and shall, in its sole and absolute discretion, determine all disputes concerning wildlife between Tract Owners. The Stewardship Committee's decision (which may be appealed to and decided by the Association), when confirmed by the Association, regarding a dispute between Tract Owners concerning wildlife, shall be final and shall be binding on all parties.

6.11 Purchase of Insurance. The Association may purchase, carry and maintain in force such insurance covering those portions of the Common Areas and its Improvements as may be in the best interest of the Association, its agents and its Members in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the Property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Tract Owners with respect to the Common Areas.

(c) Directors and Officers liability insurance (as may be desirable and appropriate), and a fidelity bond for all Officers and employees of the Association having control over the receipt of and disbursement of funds.

6.12 Insurance Proceeds. In case of destruction of or damage to property, real or personal, of the Common Areas or their Improvements covered by such insurance, the available insurance proceeds shall be paid to the Association for the benefit of the Members and their mortgagees, and the Association shall contract to repair or rebuild the property so damaged. Should the insurance proceeds be insufficient to pay all the costs of repairing or rebuilding the damage, the Association may levy a Special Assessment to make good any deficiency. If the Board determines not to rebuild any such property or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by two-thirds (2/3) of the votes cast at such meeting where there is a quorum, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed property with payment therefore to be made as set forth in this Section.

ARTICLE 7
DEFAULT AND ENFORCEMENT

7.1 Compliance with Governing Documents. Each Tract Owner shall comply strictly with Applicable Laws and the Governing Documents.

7.2 Enforcement. Declarant, the Association, or any Tract Owner shall have the right and authority to enforce, by any proceeding at law or in equity, the Restrictions imposed by this Declaration. Failure to comply with the Governing Documents or Applicable Laws shall constitute a violation of this Declaration, and shall give rise to a cause of action by the Association to recover sums due for damages, injunctive relief or both, or any other available relief, at law or in equity. Failure to enforce any provision of the Governing Documents or Applicable Laws shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or to any other such violation. All Variances or any other comparable waiver must be in writing and signed by the parties to be bound. The Architectural Committee, the Stewardship Committee, Declarant and any other party for whose benefits this Declaration shall run, in addition to any other available remedies, may file proceedings at law or in equity to restrain any violation of those specific portions of the Governing Documents which are under their auspices, and may seek to recover damages for any breach or violation.

7.3 Collection of Assessments. Each Tract Owner shall be personally liable for the Assessments, and the Association may bring legal action against the Tract Owner to pay delinquent Assessments or to foreclose the Association's Assessment Lien against the Tract to which the Assessment applies. There shall be added to the amount of the Assessment all costs incurred by the Association in foreclosing the Assessment Lien or in collecting the amount owing, including reasonable attorney's fees. No Tract Owner may waive or otherwise avoid liability for his Assessment by non-use of the Common Areas or abandonment of his Tract. The Association's exercise of such remedies is subject to Applicable Laws (including without limitation, Texas Property Code Chapter 209, as amended) and the Governing Documents.

7.4 Lien on Tract. All Assessments shall be a debt and obligation of the Tract Owner and, if such Assessments are not paid by the due date, then the unpaid Assessments shall bear interest at a rate per annum equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest lawful rate permitted under Applicable Laws beginning thirty (30) days after the due date. Assessments made shall be a covenant running with the land. In addition to the interest charged, the Association shall assess and collect a late fee (the "Late Fee") in an amount reasonably determined by the Association (but not less than \$25.00) for each unpaid Assessment. The obligation to pay Assessments hereunder is part of the purchase price of each Tract when sold to a Tract Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Association to secure the payment of the unpaid Assessments, the accrued and unpaid interest and the Late Fee (such vendor's lien and additional lien are collectively referred to as the "Assessment Liens"). The Association is authorized to duly record a notice of Assessment Lien in the Real Property Records of Blanco County, Texas against the Tract to which the Assessment applies. The Association's Assessment Liens is created by recordation of this Declaration, which

constitutes record notice and perfection of the Assessment Liens. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the Assessment Liens to be duly recorded in the Real Property Records of Blanco County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of The curing Tract Owner.

7.5 Subordination of Liens. The Assessment Liens on a Tract is subordinate and inferior to (1) real property taxes and assessments levied by governmental and taxing authorities, and (2) any lien arising under a deed of trust (or other instrument) securing amounts due for the acquisition of a Tract and/or the construction of the Residence or Appurtenances, and any renewals, extensions or refinancings thereof, so long as such deed of trust (or other instrument) is duly recorded in the Real Property Records of Blanco County, Texas prior to the date such Assessment Liens become effective, including without limitation, a home equity or reverse mortgage lien which is a renewal, extension, or refinance of a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due. Any foreclosure of the deed of trust (or other instrument) under power of sale or through court proceedings shall cut-off and extinguish the Assessment Liens which became due and payable prior to the foreclosure date. However, foreclosure shall not release any Tract from an Assessment Liens which become due and payable after the date of foreclosure, nor shall the personal obligation of any Tract Owner be extinguished by any foreclosure proceeding.

7.6 Foreclosure of Lien. Each Tract Owner, by acceptance of a deed to his Tract, hereby expressly recognizes the existence of the Assessment Liens as being prior to his ownership of such Tract and hereby vests in the Association the right and power to bring all actions against such Tract Owner(s) personally for the collection of such unpaid Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien, in accordance with Applicable Laws (including without limitation, Texas Property Code Chapter 209 and Texas Property Code Section 51.002, as amended from time to time) by all methods available for the enforcement of such liens, including both judicially and by non-judicial foreclosure, and in addition to and in connection therewith, by acceptance of the deed to his Tract, expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Tract Owner's Tract, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Assessment, and other sums due hereunder remaining unpaid hereunder by such Tract Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and duly recorded in the Real Property Records of Blanco County, Texas. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Tract, and all rights appurtenant thereto, in accordance with Applicable Laws (including without limitation, Texas Property Code Section 51.002, as amended from time to time) relating to non-judicial sales by power of sale, and to make due conveyance to purchaser or purchasers, with general warranty of title to such

purchaser or purchasers binding upon the Tract Owner(s) of such Tract and such Tract Owner's heirs, administrators, executors, successors, personal representatives and assigns.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Tract shall be required to pay a reasonable rent for the use of such Tract and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Tract by forcible detainer without further notice and may enforce all other rights under Applicable Laws.

Notwithstanding the foregoing, unless otherwise provided by applicable law, the Association may not foreclose an Assessment lien if the debt securing the lien consists solely of (i) fines assessed by the Association, (ii) attorney's fees incurred by the Association solely associated with fines assessed by the Association, or (iii) amounts added to the Owner's account as an Assessment under Section 209.005(i) of the Texas Property Code or its successor (relating to fees incurred in connection with the reproduction of the Association's books and records). No Owner may waive or otherwise avoid liability for the Assessments or other charges provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Owner. Unless otherwise provided by applicable law, the Association may not foreclose an Assessment lien by giving notice of sale under Section 51.002 of the Texas Property Code, or its successor, or commencing an expedited judicial foreclosure action unless the Association has (a) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record of the Lot whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust recorded in the Official Public Records of Hays County, Texas; and (b) provided the recipient of such notice an opportunity to cure the delinquency before the sixty-first (61st) day after the date on which the recipient receives such notice. Such notice must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the applicable deed of trust.

7.7 Acceptance of Conveyance Recitals. Each Tract Owner within the Property other than Declarant, by acceptance of a deed thereof whether or not it shall be so expressed therein or by acceptance of any other conveyance thereof, shall be deemed to covenant and agree, on behalf of himself and on behalf of his heirs, administrators, executors, successors, personal representatives and assigns, that any and all statements of fact or other recitals made in any deed of conveyance given by the Association or its duly authorized representative, to a purchaser of a Tract at any foreclosure sale shall be conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against such Tract Owner and his heirs, administrators, executors, successors, personal representatives and assigns.

ARTICLE 8

GENERAL PROVISIONS

8.1 Duration. This Declaration and the covenants, conditions and restrictions contained herein are to run with the land and shall be binding on all Tract Owners, parties and all other persons claiming them for a period of ten (10) years from the date this Declaration is duly recorded in the Real

Property Records of Blanco County, Texas, after which period the Declaration shall be automatically extended for successive periods of five (5) years, unless amended or terminated at any time prior to that date by written instrument signed by the Tract Owners of more than fifty-one percent (51%) of the Tracts.

8.2 Amendments. Until Declarant owns fewer than six (6) Tracts, Declarant, its successors or assigns, at its sole discretion, may, subject to Applicable Laws, abolish or amend these Restrictions in whole or in part. Thereafter, these Restrictions may be amended with the consent of fifty-one percent (51%) of the then Tract Owners (with one vote to be cast for each Tract so owned) evidenced by a document in writing bearing each of their signatures and duly recorded in the Real Property Records of Blanco County, Texas. In the event of the conveyance of a portion of a Tract or the resubdivision of any Tract in accordance with the limitations set forth in Section 1.19 above and the Governing Documents, each portion of such Tract and each resubdivided Tract shall be considered as a separate Tract for purposes of this Declaration, including without limitation, this Section 8.2.

8.3 No Warranty of Enforceability. While Declarant has no reason to believe that any of the Restrictions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, neither Declarant nor the Association makes any warranty or representation as to the present or future validity or enforceability of any Restriction. Any Tract Owner acquiring a Tract in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof, and by acquiring such Tract agrees to hold Declarant, the Architectural Committee, the Stewardship Committee, the Association, and each of their respective directors, officers and members harmless.

8.4 No Liability. Declarant, the Architectural Committee, the Stewardship Committee, the Association, and each of their respective directors, officers and members shall not be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising from services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity pursuant to the Wildlife Management Plan or other Governing Documents or any other aspect of the Association including, but not limited to, the following:

(a) No Architectural Committee member shall be liable to any Tract Owner or other person claiming by, through, or on behalf of any Tract Owner, for any claims, causes of action, or damages arising from the granting or denial of, or other action or failure to act upon, any Variance requested by a Tract Owner or any person acting for or on behalf of any Tract Owner. Neither Declarant nor the Architectural Committee and their respective representatives, shall be liable for damages to anyone submitting Plans to any of them for approval, or to any Tract Owner by reason of mistake in judgment, negligence, or nonfeasance arising from the approval, disapproval or failure to approve or disapprove any Plans or a Variance. Every person who submits Plans and every Tract Owner agrees that he will not bring any action or suit against Declarant, or the Architectural Committee or their respective representatives, to recover any damages. Every Tract Owner submitting any Plans for review releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions

address of the person who appears in the records of the Association as a Tract Owner or Declarant. Notice to one Tract Owner of a Tract is notice to all Tract Owners of such Tract and their respective guests.

8.7 Assignment and Termination of Responsibility of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment by Declarant shall be effective when it is duly recorded in the Real Property Records of Blanco County, Texas, of an instrument executed and acknowledged by Declarant evidencing such assignment. If Declarant shall expressly assign all its rights, benefits and obligations as Declarant hereunder, then and in such event Declarant shall be relieved of the performance of any further duty or obligation, and such partnerships, individuals, or corporations, shall be obligated to perform all such duties and obligations of Declarant.

8.8 Miscellaneous.

(a) The provisions of this Declaration and the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof by judgment or court order of any court of competent jurisdiction shall not affect the validity or enforceability of this Declaration or any other provision or portion thereof, which shall remain in full force and effect.

(b) Unless the context requires a contrary construction, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Unless the context requires a contrary construction, prior to the termination of responsibility of Declarant, all references to the rights, duties, obligations and decision making authority of the Architectural Committee, the Stewardship Committee or the Association, shall reside in Declarant. Following the termination of responsibility of Declarant, all references to the rights, duties, obligations and decision making authority of Declarant shall vest in the Architectural Committee, the Stewardship Committee and/or the Association as appropriate.

(d) All references to the Association (e.g., enforcement of these Restrictions by the Association) shall be deemed to be by and through the Board and/or the Association's duly appointed and authorized Officers and representatives.

(e) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and is effective as of the 22 day of JULY, 2013.

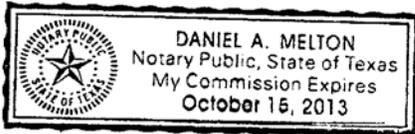
DECLARANT:

WHITNEY PARTNERSHIP

By: Kay D Whitney
Kay D. Whitney, Managing Partner

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 22nd day of JULY, 2013, by Kay D. Whitney, as Managing Partner of WHITNEY PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

R. Alan Haywood
Graves Dougherty Hearon & Moody
P.O. Box 98
Austin, Texas 78767

Filed this 23rd day of JULY 2013
3:48 P M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [Signature] Deputy

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

JUL 23 2013



[Signature]
KAREN NEWMAN
COUNTY CLERK
BLANCO COUNTY, TEXAS