

**RANGLAND HILLS SUBDIVISION  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS **GRANDACRES, LTD.**, a Texas Limited Partnership, hereinafter called the "DECLARANT, is the owner of that certain property described in Exhibit A attached hereto and made a part hereof, all of which said property is sometimes collectively referred to herein as the "Community" or the "Property" or the "Subdivision"; and

WHEREAS, the DECLARANT has finally subdivided, platted, and approved the Property as more particularly described in Exhibit A attached hereto; and

WHEREAS, the DECLARANT desires to convey the Property subject to certain protective covenants, conditions, restrictions, rights and charges hereinafter set forth; and

WHEREAS, DECLARANT desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, DECLARANT hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property;

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the 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, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

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

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions, among other things, to review and approve plans for the construction of improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" hereinafter sometimes "Committee Rules" shall mean the rules adopted by the Architectural Committee.

1.03 Articles. "Articles" shall mean the Certificate of Formation of Ranchland Hills Owners Association, Inc. which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1.04 Assessments. "Assessments" shall mean assessments of the Association and includes both regular and special assessments.

1.05 Association. "Association" shall mean and refer to Ranchland Hills Owners Association, Inc.

1.06 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association.

1.07 Beneficiary. “Beneficiary” shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.08 Board. “Board” shall mean the Board of Directors of the Association.

1.09 Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.

1.10 Declarant. “Declarant” shall mean **Grandacres, Ltd.**, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Grandacres, Ltd. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. “Declaration” shall mean this instrument and as it may be amended from time to time.

1.12 Improvement. “Improvement” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. “Lot” or lots shall mean any unit or units of land within the Property.

1.14 Maintenance Fund. “Maintenance Fund” shall mean the fund which may be created by the Association for the receipts and disbursements of the Association.

1.15 Manager. “Manager” shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers, or functions of the Association.

1.16 Member. “Member” shall mean any person who is a member of the Association.

1.17 Mortgage. “Mortgage” shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.18 Owner. “Owner” shall mean the person or entity including Declarant, holding a fee simple interest in any portion of the Property, or any condominium unit situated on the Property, but shall not include the Beneficiary of a Mortgage.

1.19 Person. “Person” shall mean an individual or entity having the legal right to hold title to real property.

1.20 Plans and Specification. “Plans and Specification” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.21 Record, Recorded, and Recordation. “Record, Recorded, and Recordation” shall mean, with

respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas.

1.22 Recreation and Open Space. “Recreation and Open space” shall mean any portion of the Property, or other real property owned by Declarant, hereafter designated by Declarant as common area thereafter to be held for recreational purposes for the benefit of all Owners; provided, however, that access to any Recreation and Open Space may be limited to persons currently paying assessments, fees and overcharges, or otherwise conditioned or restricted, or made available to non-owners. The Recreation and Open Space may be owned by Declarant, the Association, an unincorporated association in which all Owners shall be entitled to membership or by the Owners in individual interests. Declarant has no obligation to designate any Recreation and Open Space but may, at its sole discretion, elect to do so in the future. Declarant may convey to the Association other real property near the Subdivision to be used as Recreation and Open Space. The Walking Trail and Traffic Circles shall be considered Recreation and Open Space.

1.23 Subdivision. “Subdivision” shall mean the finally platted and recorded subdivision comprised of the Property.

1.24 Supplemental Declaration. “Supplemental Declaration” shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

1.25 Ranchland Hills Restrictions. “Ranchland Hills Restrictions” shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Association Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect;

1.26 Association Rules. “Association Rules” shall mean the rules adopted by the Board pursuant to Section 5.04(C) hereof, as they may be amended from time to time.

1.27 Walking Trail. The Walking Trail shall mean any and all trails or paths installed by Declarant along the public streets within the Subdivision, as required to be constructed by the City of Jonestown.

1.28 Traffic Circles. The Traffic Circles shall be those circular areas interspersed throughout the streets in the Subdivision that are landscaped. It shall not include the actual pavement and utilities that are accepted by the City of Jonestown for maintenance, but rather the landscaping within the area.

## ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, Declarant may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as Declarant may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, Improvements and uses in such area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

ARTICLE III  
GENERAL RESTRICTIONS

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

3.01 Antennas. Except with the prior written consent of the Architectural Committee, no antennas, discs, or other equipment for the sending or receiving electronic signals shall be permitted within the Community, excepting only antennas for AM or FM radio reception, and UHF and VHF television reception, which antennas shall be located within the attic area of the main residential structure, and therefore invisible from the exterior of such structure. One satellite dish of 21 inches or less may be installed on the roof or side of the home if concealed from public view as much as possible (to be determined in the sole discretion of the Architectural Committee).

3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or the Association Property without the prior written approval of the Board.

3.03 Subdividing and Easements. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee. The Architectural Committee may consent to the combining of Lots to create a larger lot. The Architectural Committee may consent to the granting of easements, especially to allow single access to multiple Lots.

3.04 Signs. No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for (i) signs which are part of Declarant's overall marketing plan for the Property; (ii) one small sign (no larger than four square feet) advertising a Lot for sale or lease; or (iii) signs used during construction. The Architectural Committee may set standards from time to time regulating sign materials and size.

3.05 Rubbish and Debris. Except during construction of Improvements, no rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 Noise and Lighting. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Exterior lighting shall not produce excessive glare, as determined in the discretion of the Architectural Committee.

3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

3.08 Repair of Improvements. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition and repair shall be final.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement

shall be performed only with the prior written approval of the Architectural Committee.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.11 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained unit.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Architectural Committee, such approval to include the nature, size, duration and location of such structure.

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

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

3.15 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry or livestock may be kept on any Lot. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose.

3.16 Mobile Homes or Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time (except during construction purposes as may be approved as set forth in Par. 3.12), and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours.

3.17 No Parking on Public Streets. No overnight parking shall be allowed on public streets within the Subdivision. No parking shall be allowed on public streets within the Subdivision for more than a six hour period during any one week period.

#### ARTICLE IV RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for single family residential use

inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. Detached structures for housing related family members may be allowed by the Architectural Committee, provided the outbuilding must match the construction of the residential dwelling. No Lot shall ever be used for any commercial or business purpose, except as specifically set forth herein. A "Home Occupation" shall be permitted on a Lot, so long as such Home Occupation is in compliance with all applicable laws of the City of Jonestown, and the following limitations:

(A) Neither the interior nor the exterior of any Improvement on the Lot shall be altered so as to require compliance with non-residential construction codes to accommodate the Home Occupation.

(B) The Home Occupation shall not generate customer related vehicular traffic in excess of three (3) vehicles per twenty four hour period.

(C) No direct selling of merchandise shall occur on the Property.

(D) No equipment or materials associated with the Home Occupation shall be displayed or stored where visible from adjoining Lots or from any street.

(E) The Home Occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, fumes, electrical interference or waste run-off outside the residential dwelling.

(F) No vehicle used in connection with the Home Occupation which requires a commercial driver's license to operate shall be parked on the Property or on any street adjacent to the Property.

(G) The Home Occupation shall not be advertised by any signs on the Property, nor shall the street address of the Home Occupation be advertised through signs, billboards, television, radio, newspapers, phone books, or any other means of advertisement to the public.

(H) Nothing herein shall be construed to allow the following businesses or occupations as Home Occupations (which examples are used by way of example, and not an exclusive list): animal hospitals, animal breeding, clinics, hospitals, daycare or childcare facilities, contractor's yards, dancing schools, junk yards, lodging house, bed and breakfast, massage parlors, restaurants, rental outlets, vehicle repair, lawn mower repair, or any other occupation that, in the opinion of the Architectural Committee, is disruptive to the residential character of the development.

4.02 Positioning of Improvements. The positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required, to prevent or allow the placement of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots. Neither Declarant nor the Architectural Committee can guarantee that the view of any particular Lot will not be obstructed by Improvements on other Lots within the Subdivision.

4.03 Building Height. The Architectural Committee shall have the right, but not the obligation, to impose limitations on the height of any Improvement. No residential dwelling erected on any Lot shall have more than two (2) stories, or exceed a maximum height as established by the City of Jonestown. The Architectural Committee shall have the right, in its discretion, to approve a subfloor, basement, or similar improvement, as an addition to a one or two story dwelling where necessary due to topographical considerations on such Lot.

4.04 Building Materials and Colors. All single family dwellings shall be of recognized standard construction quality. Exterior walls (including chimney walls, but exclusive of windows and doors) shall be constructed of at least 100% stucco, stone, or other material specifically approved in writing by the Architectural Committee. Brick may only be used for accenting, and may not exceed 15% of the total exterior area. "Concrete board", "hardy board", and similar materials, may only be used on eaves and fascia. Exterior colors must be muted earth-tones, and are subject to approval by the Architectural Committee.

4.05 Minimum Dwelling Size. All single family dwellings shall contain not less than 2,500 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports; provided, however, that the Architectural Committee may reduce this requirement for particularly steep Lots to not less than 2,000 square feet based upon the quality of construction and design of a proposed Improvement. Any such request for a reduction in the minimum square footage requirement below 2,500 square feet shall be in writing and shall state the specific reasons therefor.

4.06 Construction In Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

4.07 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat. No portion of any building shall be located nearer than twenty-five (25) feet to any interior side Lot lines. No portion of any building shall be located nearer than thirty (30) feet from any rear or front Lot line. The Architectural Committee may grant variances (not in conflict with City of Jonestown ordinances) because of a particular Lot's size, configuration, or the preferred orientation of the residential dwelling.

4.08 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

4.09 Front Door Must Face Street. The front door of a residential dwelling should face the street. However, the Architectural Committee may grant variances to particular Lots because of lot size or configuration, or the preferred orientation of the residential dwelling.

4.10 Slabs Not Exposed. No Improvement shall have more than two (2) feet of exposed concrete slab showing to any public street or Lot in the Subdivision. Except for said two (2) feet, slabs should be covered in the same material (e.g., stucco or stone) as the exterior walls.

4.11 Fencing. No fence, wall, screen, or similar structure shall be constructed or installed on any Lot without the prior approval of the Architectural Committee. All such fences shall have a maximum height of six (6) feet. No privacy fence or wall may be constructed on any Lot, provided that a wall extending from and adjacent to a residential dwelling may be constructed for the purpose of enclosing a courtyard or swimming pool on a Lot if otherwise approved by the Architectural Committee. No wooden fences, chain link fences, vinyl fences, hardy board fences, plastic or PVC fences, unfinished concrete block or prefabricated fences will be permitted on any Lot. Fences should be constructed of wrought iron and/or masonry.

4.12 Decks. No wooden decks shall be allowed. Decks must be built of concrete, tile, or stone. All decks are subject to the prior approval of the Architectural Committee.

4.13 Driveways. The design and location of, and the materials to be used for, all driveways, driveway curbing, driveway aprons, culverts, and related facilities on a Lot must be approved in advance by the Architectural Committee. Driveways must be constructed of concrete, asphalt, or brick pavers. No caliche, crushed granite, rock, or dirt driveways shall be allowed.

4.14 Garages. All residential dwellings must be accompanied by a garage. The design, size, location, and orientation of all garages shall be subject to approval of the Architectural Committee. All garages shall have capacity for not less than two automobiles. An Owner, with the approval of the Architectural Committee, may also construct a porte cochere adjacent to a residential dwelling. Unless the Architectural Committee grants a variance because of the peculiarities of the size, shape, and configuration of a Lot, all garages shall be constructed as a side or rear entry such that the garage doors do not face the street. A side entry garage may face the street on a corner Lot. No garage shall be converted to another use (e.g., living space) without the addition of a garage that meets the requirements herein.

4.15 Swimming Pools. Above ground swimming pools in excess of six feet (6') in diameter are strictly prohibited. All swimming pools in excess of six feet (6') in diameter must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates. All swimming pools must be approved in advance by the Architectural Committee.

4.16 Athletic Facilities. Athletic court or facility lighting and fencing must be approved in advance by the Architectural Committee. The Architectural Committee may impose landscaping plans, fencing requirements, and lighting specifications. No basketball goals or backboards or any other sporting equipment shall be placed on any Lot where same would be readily visible from the street. However, nothing herein shall prevent temporary equipment from being used in such a manner if it is immediately returned to storage upon completion of use.

4.17 Landscaping. Landscaping plans are subject to prior approval of the Architectural Committee. Owners should use reasonable efforts to landscape in native vegetation. Each Owner shall keep all shrubs, trees, grass, and other plantings alive, cultivated, and pruned and/or mowed, free of trash, weeds, and other unsightly materials. All landscaping should be maintained in a neat and attractive condition.

4.18 Unfinished Structures. Upon commencement of construction of Improvements on a Lot, construction shall thereafter continue in an uninterrupted manner and shall be completed in a reasonable time, not to exceed 18 months from the date construction commences.

4.19 Tanks to be Buried. Liquid propane gas, oil and other exterior tanks shall be buried.

4.20 Air Conditioners to be Screened. No air conditioning or heating units, compressors or similar devices shall be erected, constructed, placed or installed or permitted to remain on the rooftop or within a window frame of any Improvement. All such devices shall be located within or adjacent to a residential dwelling, shall be screened from view from the street and neighboring property by exterior materials which match those approved for the residential dwelling.

4.21 Underground Service Lines. Electric, power, telephone, water, sewer, gas, cable television, and other utility or service lines of every nature shall be placed and kept underground. This shall not prohibit service pedestals, above ground switch cabinets, transformers and the like, where required.

4.22 Sewage Systems. All sewage shall be disposed of into a properly constructed septic tank or other underground on-site treatment system approved by all applicable health authorities and designed by a registered sanitation engineer.

4.23 No Exposed Pier and Beam. Because of the steep slope of some of the Lots, it may be necessary to construct pier and beam foundations. However, no pier and/or beam may be exposed so as to create any open areas underneath the Improvements (e.g., beach house style). Any such areas must be skirted with the same exterior materials as covers the rest of the Improvement so as not to create any openings.



ARTICLE V  
RANGLAND HILLS OWNERS ASSOCIATION

5.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any person or entity upon becoming an Owner shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest.

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

(A) The Owner (including Declarant) of each Lot within the Community shall have one vote for each Lot so owned.

(B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote Declarant shall have four (4) additional votes for each Lot owned until the votes described in Subparagraph (A) of this Section and which are owned by persons or entities other than Declarant total, in the aggregate, eighty percent (80%) of the total number of votes. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section.

5.04 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

(A) Association Property.

(1) Ownership and Control. To accept, own, operate and maintain all Recreation and Open Space which may be conveyed or leased to it together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, easement or fee, conveyed or leased to the Association.

(2) Repair and Maintenance. To maintain in good repair and condition all Recreation and Open Space, all lands, improvements, and other association property owned by or leased to the association, or designated by Declarant as an Association responsibility.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the discretion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(C) Association Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of Association Property.

(D) Financing. To execute Mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association, and to accept lands in Recreation and Open Spaces whether or not improved, from Declarant subject to such Mortgages or by assuming such Mortgages. The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessments of the Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may, but subject to the limitations imposed by this Declaration.

(E) Records. To keep books and records of the association's affairs.

(F) Other. To carry out and enforce all duties of the Association set forth in the Ranchland Hills Restrictions

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

(A) Assessments. To levy assessments as provided in Article VIII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lots in the Community or onto any Recreation and Open Space for the purpose of enforcing the Ranchland Hills Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Ranchland Hills Restrictions, and the expense incurred by the Association in connection with the entry upon any Lots in the Community and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lots entered upon, shall be a lien upon the Lots entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Ranchland Hills Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Ranchland Hills Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(C) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

- (1) Parks, parkways, campgrounds, boat docks, boat slips, boat launching ramps, or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, parking lots, trails, and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and
- (5) Any similar improvements or facilities.

Nothing above contained, however, shall be construed to permit the use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(D) Manager. To retain and pay for the services of a person or firm (the “Manager”) to manage and operate the Association, including its property, to the extent deemed advisable by the Board.

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

(F) Association Property Service. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance of the Association Property.

(G) Other Areas. To maintain and repair Recreation and Open Space, easements, access easements, roads, roadways, parking lots, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes, and other areas of the Community, as appropriate.

(H) Recreational Facilities. To own, operate, maintain and repair any and all types of facilities for both active and passive recreation, including without limitation boat docks, boat slips, and boat launching ramps.

(I) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Ranchland Hills Restrictions.

(J) Construction on Association Property. To construct new improvements or additions to Association Property, subject to the approval of the Architectural Committee.

(K) Contracts, Property Ownership. To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

ARTICLE VI  
ASSOCIATION PROPERTY

6.01 Use. Each Owner, the members of his family who reside with him, and each lessee of a Lot who resides on the Lot and the members of his family who reside with him on the Lot shall be entitled to use the Association Property subject to:

(A) The provisions of the Ranchland Hills Restrictions, and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;

(B) The right of the Association to impose dues and use fees;

(C) The right of the Association to suspend the rights to the use of any property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's property remains past due and unpaid;

(D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due to, owing, or to become due and owing to the Association;

(E) Such covenants, conditions, and restrictions as may have been imposed by the Association to prior owners on property of the Association.

6.02 Damages. Each Member and lessee described above shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several.

6.03 Damage and Destruction. In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VII  
ARCHITECTURAL COMMITTEE

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. The following persons are hereby designated as the initial Voting Members of the Committee: Marlon Coplin and Alan McGraw.

7.02 Action by Committee. Items presented to the Architectural Committee shall be decided by a

majority vote of the Voting Members.

7.03 Advisory Members. The Voting Members may from time to time designate Advisory members.

7.04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

7.05 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Committee so long as Declarant owns any lots within the Property. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Committee.

7.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not at conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

7.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information, as it deems proper, including information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval.

The decision of the Architectural Committee shall be final and binding. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08 Actions of the Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designations, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

7.11 Nonliability of Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots. The Association shall indemnify the members of the Architectural Committee to the fullest extent allowed by law. In the event a claim or lawsuit is brought against a member of the Committee, then the Association shall be responsible for paying all defense costs, attorney's fees, and other costs of the member, and any awards in such action, unless a court of competent jurisdiction finds in a specific finding that the member acted with intentional malice.

7.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Marlon Coplin, 17743 Reed Park Road, Jonestown, Texas 78645, or such other address as may be designated from time to time.

## ARTICLE VIII FUNDS AND ASSESSMENTS

### 8.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot in the Community whether or not improved. The level of Assessments shall be equal and uniform between all Lots. No Assessments hereunder shall be levied against Declarant or Declarant's Lots.

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

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.02 Maintenance Fund. The Board may establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to these Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended.

8.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Ranchland Hills Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the

Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Ranchland Hills Restrictions. The amount of any special Assessments shall be at the sole discretion of the Board.

8.05 Special Charges. In addition to the regular and special Assessments, the Board may levy such special charges, as it deems appropriate for the use by individual Members or guests of Members of any Association facilities. All special charges shall constitute a lien on the Lots assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article for regular and special Assessments.

8.06 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the property shall be obligated to pay interest at the rate of eight (8%) per annum but not to exceed the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

8.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 8.06 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record, securing in either instance sums borrowed for the purchase of or improvement of the property in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request on any mortgagee holding a prior lien on any part of the Community, the Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

8.08 Recreation and Open Space. All Recreation and Open Space shall be exempt from the payment of any assessments levied by the Association, regular or special.

ARTICLE IX  
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2037, unless amended as herein provided. After December 31, 2037, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Property then subject to this Declaration.

9.02 Amendment.

- (A) By Declarant. This Declaration may be amended by the Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the deed records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Declarant certifying that the Declarant had the requisite number of votes.
- (B) By Owners. In addition to the method in Section 9.02 (A) this Declaration may be amended by the recording in the Travis County deed records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03.

9.03 Utility Easements. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected, and maintained in and on any areas conveyed to the Association or reserved as Recreation and Open Space, sewer and other pipe-lines, conduits, wires and any public utility function beneath or above the surface of the ground, with the right of access to the same at any time for the purposes of repair and maintenance.

9.04 (not used)

9.05 Environmental. ALL OF THE PROPERTY COVERED BY THESE RESTRICTIONS IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA AND IS SUBJECT TO NUMEROUS RESTRICTIONS AND LIMITATIONS IN ADDITION TO THOSE SET OUT IN THESE RESTRICTIONS. IN THIS REGARD, OWNERS OF ANY LOT OR ANY PART OF THE PROPERTY HEREBY COVENANT AND AGREE THAT THEY WILL ALSO ABIDE BY ALL APPLICABLE COVENANTS, RESTRICTIONS, LAWS, AND REGULATIONS.

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

9.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the Recitals and Declaration of this Declaration. This Declaration shall be construed and governed under the laws of the



State of Texas.

9.08 Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of DECLANT to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.09 Assignment of Declarant. Notwithstanding anything 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.

9.10 Enforcement and Nonwaiver

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Ranchland Hills Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Ranchland Hills Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.11 Construction.

- (A) Restrictions Severable. The provisions of the Ranchland Hills Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

ARTICLE X  
EASEMENT AND EMERGENCY ACCESS

10.1 Grant of Emergency Access Easement. Every Owner of a Lot in the Subdivision (including their families, guests, and invitees), the City of Jonestown, and all emergency service providers that service the Subdivision, are hereby granted a vehicular access easement for emergency purposes across the property described in the attached Exhibit "B" (the "Emergency Access Easement"). The Emergency Access Easement is not intended to be used as an unrestricted vehicular access to and from the Subdivision,

but is intended to be restricted to emergencies only. The Association shall be responsible for the maintenance, repair, and replacement of the Emergency Access Easement, and shall keep the Emergency Access Easement in such a condition so as to allow safe access in or out of the Subdivision.

10.2 Emergency Access Gate. The City of Jonestown has required that an emergency access gate (the “Gate”) be constructed between the Subdivision and the Emergency Access Easement. The Association shall be responsible for maintaining the Gate, and insuring that the Gate remains closed except in the event of an emergency. The City of Jonestown is hereby granted an easement over and across the Emergency Access Easement for purposes of inspecting and repairing the Gate. In the event the Association fails to maintain the Gate, then the City may perform such maintenance and invoice the Association, in which case the Association shall immediately pay the invoice to the City.

## ARTICLE XI LANDSCAPE EASEMENT

11.1 Lot 88 Landscape Easement. A landscape easement is hereby reserved and retained on Lot 88 of the Subdivision in favor of Declarant (for so long as Declarant owns any Lots in the Subdivision) and the Association for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning, and removal of landscaping, hardscaping, irrigation, sidewalks, electrical lighting and service, entry and monument features and other items or features typical of a residential subdivision main entrance. The specific area of the Landscape Easement is as shown in the attached Exhibit “C”.

## ARTICLE XII CONSERVATION RESTRICTIONS

12.1 General. Because the Subdivision is in an environmentally sensitive area, and contains endangered species habitat, it was allowed to be developed (along with a large amount of other real estate) only pursuant to a federal 10(a) permit issued by the United States Department of the Interior as bearing Permit No. PRT-806831 (the “10(a) Permit”). The 10(a) Permit is filed of record in Vol. 12978, P. 700, Real Property Records of Travis County, Texas. Pursuant to the 10(a) Permit, restrictions must be filed against the Property limiting certain development and other activities so as to minimize risk to endangered species. Owners of Lots in the Subdivision should familiarize themselves with these conservation restrictions as set forth herein and in the other referenced documents.

12.2 Previously Filed Conservation Restrictions. The Property is subject to previously filed conservation restrictions (the “Conservation Restrictions”) presently of record at Volume 12801, Pages 1038 through 1149.

12.3 Pesticide Restrictions. The use of organochlorine or organophosphate pesticides is expressly prohibited. The use of any other types of pesticides unless in accordance with the manufacturer’s directions is expressly prohibited.

12.4 Dead Bird. Upon locating a dead, injured or sick animal of an endangered or threatened species (e.g., golden-cheeked warbler or black-capped vireo), initial notification must be made to the Law Enforcement Office of the U. S. Fish and Wildlife Service at 512-490-0948. Care must be taken in handling sick or injured animals to ensure effective treatment of care, and all Owners shall use their best efforts with dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered species or preservation of biological materials from a dead animal, evidence intrinsic to the specimen must not be unnecessarily disturbed. No use shall be made of any portion of the Property unless such use in compliance with the Conservation Restrictions and the 10(a) Permit.

12.5 Clearing Restrictions. No native vegetation (e.g. plants, bushes, shrubs, and trees) may be cleared on any Lot unless it is done in compliance with the Conservation Restrictions and the 10(a) Permit and approved in advance and in writing by the Architectural Committee. In approving construction of an Improvement on the Lot, the Architectural Committee may specify the native vegetation which may be cleared. All clearing for construction of Improvements or other areas of impervious cover shall be minimized to the greatest extent possible. Areas that are disturbed during construction but not occupied shall be replanted with native vegetation.

12.6 Clearing Time Restrictions. Vegetation clearing will be conducted outside the vireo and warbler breeding season, unless surveys conducted consistent with U. S. Fish and Wildlife Service guidelines immediately prior to such activities reveal no vireo or warbler territories are present within 300 feet of the activities. Building construction may be conducted year round as long as the vegetation clearing activities associated with the building comply with the immediately preceding sentence. For purposes of this provision, the vireo breeding season is defined as March 15 through September 1, and the warbler breeding season is from March 1 through August 1.

12.7 No Supplemental Feeding of Deer. The feeding of supplemental feed to deer on the Property is expressly prohibited.

12.8 Oak Wilt. All landscaping activities on a Lot will follow professional arborist guidelines to prevent the spread of oak wilt.

12.9 Educational Programs. The Association is, with this Declaration, given the responsibility to develop educational programs for Owners of Lots in the Subdivision to provide guidance for proper residential wildlife feeding. The goal of the educational program will be to limit population growth of species that would be harmful to the vireo and warbler or their habitat, including predators (e.g., blue jays and common raccoons), nest parasites (i.e., cowbirds), and species which could negatively impact warbler habitat (e.g., whitetail deer). The educational program will include practical advice for homeowners and residents, and will be developed with input from local Travis County conservation organizations and the U.S. Fish and Wildlife Service.

12.10 Monitoring. The Association is, with this Declaration, given the responsibility to perform any of the monitoring studies that might be required by the Conservation Restrictions or the 10(a) Permit on the Property.

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**DECLARANT:**

**GRANDACRES, LTD.,**

By: Admiral Development Company, LLC,  
Its General Partner

By: \_\_\_\_\_  
Alan McGraw, Manager

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

\*

\*

COUNTY OF WILLIAMSON

\*

ACKNOWLEDGED BEFORE ME by the said **Alan McGraw, as Manager of Admiral Development Company, LLC, the General Partner of Grandacres, Ltd.**, on this \_\_\_\_ day of June, 2007.

\_\_\_\_\_  
NOTARY PUBLIC - State of T E X A S

**CONSENT BY LIENHOLDER:**

Regions Bank is the lienholder of the Property described herein. By its signature hereon, Regions Bank consents to the applicability of this instrument to the Property.

**REGIONS BANK**

By: \_\_\_\_\_  
Charles Colley, Senior Vice President

**NOTARY ACKNOWLEDGMENT**

STATE OF TEXAS

\*

COUNTY OF WILLIAMSON

\*

\*

ACKNOWLEDGED BEFORE ME by the said **Charles Colley, as Senior Vice President of Regions Bank**, on this \_\_\_\_ day of June, 2007, on behalf of said banking institution.

\_\_\_\_\_  
NOTARY PUBLIC - State of T E X A S

**CONSENT BY LIENHOLDER:**

Chasco Constructors, Ltd., L.L.P. is a lienholder of the Property described herein. By its signature hereon, Chasco Constructors, Ltd., L.L.P. consents to the applicability of this instrument to the Property.

**CHASCO CONSTRUCTORS, LTD., L.L.P.**

By: Chasco Contracting, Ltd., General Partner

By: \_\_\_\_\_  
Temple Aday, President

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

\*

\*

COUNTY OF WILLIAMSON

\*

ACKNOWLEDGED BEFORE ME by the said **Temple Aday, as President of Chasco Contracting, Ltd., the General Partner of Chasco Constructors, Ltd., L.L.P.**, on this \_\_\_ day of June, 2007, on behalf of said entities.

\_\_\_\_\_  
NOTARY PUBLIC - State of T E X A S

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

*Lots \_\_\_\_\_, FINAL PLAT OF RANGLAND HILLS, CITY OF JONESTOWN, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Doc. # \_\_\_\_\_, Official Public Records of Travis County, Texas.*

**EXHIBIT "B"**  
**EMERGENCY ACCESS EASEMENT**



**EXHIBIT "C"**  
**LANDSCAPE EASEMENT**