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STATE OF TEXAS §

COUNTY OF TRAVIS §

CONSOLIDATION, AMENDMENT & RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELVEDERE HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain

(1) Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2006022950 and the following amendments thereto:

(2) Amendment to Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2007049642;

(3) Amendment to Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2007157239;

(4) Amendment to Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2008156566;

(5) Amendment to Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2009055630;

(6) Amendment to Declaration of Covenants, Conditions and Restrictions for the Belvedere Community, filed as Document No. 2011170786;

(7) Amendment of the Declaration of Covenants, Conditions and Restrictions for Belvedere Community, filed as Document No. 2013198513, all in the Official Public Records of Travis County, Texas

(all above documents, together with all amendments and supplemental declarations thereto, including without limitation those filed of record in document no 2007006197 (Phase II and IIA); 2007157238 (Phase III); 2008130947 (Phase IV); 2010040431 (Phase V); 2013069017 (Phase VI); 2014018079 (Phase VIIA); and 2014106786 (Phase VIIB), all in the Official Public Records of Travis County, Texas, are referred to as the "**Declaration**").

This consolidation and restatement consolidates and restates in its entirety the Declaration as further described below.

WHEREAS owners of lots subject to the Declaration are automatically made members of Belvedere Homeowners Association, Inc. (the "**Association**");

WHEREAS Hamilton Bee Cave, LP, in its capacity as "**Declarant**" under the Declaration, is authorized to amend the Declaration unilaterally, as provided in Section 7.12(a) of the Declaration; and

WHEREAS the Declarant has amended the Declaration by consolidating the above-referenced amendments thereto in this Consolidation and Restatement.

THEREFORE the Declaration has been, and by these presents is, partially amended, consolidated and restated as follows.

EXECUTED on the_____ day of _____ 2016.

DECLARANT:

HAMILTON BEE CAVE, LP, a Delaware limited partnership

By: _____
Joel H. Robuck, Its Authorized Agent

Address of Declarant

Hamilton I Ranch, LLC
Joel H. Robuck
3001 Knox Street
Suite 280
Dallas Texas 75205
Telephone 214.244.0042
Telecopy 214.363.3090
Email jhrobuck@msn.com

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me this 29th day of February, 2016 by Joel H. Robuck in his capacity as Authorized Agent for Hamilton Bee Cave, LP, a Delaware limited partnership.

Notary Public in and for the State of Texas

_____
Notary Public of State of Texas

DON BRENSINGER
MY COMMISSION EXPIRES
May 30, 2016

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

File Server:CLIENTS:Belvedere HOA:DeclarationRestatement2014-2015:DeclarationRestatement1-11-16.docx

CONSOLIDATION AND RESTATEMENT OF

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

THE BELVEDERE COMMUNITY

WEST TRAVIS COUNTY, TEXAS

DEVELOPED BY:

HAMILTON BEE CAVE, LP

January 2016

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EXHIBITS

FIRST RESTATEMENT OF THE BELVEDERE COMMUNITY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is executed by Hamilton Bee Cave, LP, a Delaware limited partnership ("Declarant").

RECITALS:

A. Declarant intends for the Property (as defined herein) to be developed as a single-family residential subdivision (the "Subdivision" or the "Property").

B. Declarant desires to establish covenants, conditions and restrictions upon the Property (as defined herein) and each and every Lot contained therein, in order to establish a general plan for the development of the Property.

C. Declarant further desires to establish the HOA Lots (as defined herein) and easements on, over and across portions of the Property for the mutual benefit of all future Owners of Lots within the Property.

D. Declarant further desires to create a homeowners association (i) to preserve, operate and maintain the HOA Lots, (ii) to administer and enforce these covenants, conditions and restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iv) to perform such other acts as shall generally benefit all of the Property.

E. Declarant further desires to establish a procedure for annexation of various portions of the Property covered by this Declaration.

F. Declarant has heretofore executed and recorded that certain the Declaration of Covenants, Conditions and Restrictions for The Belvedere Community, West Travis County, and Supplemental Declarations and Amendments thereto, recorded respectively as Document Numbers 2006022950 (Original Declaration), 2007006197 (Phase 2 and 2A Annexation), 2007049642 (amendment), 2007157238 (Phase 3 Annexation), 2007157239, 2008130947 (Phase 4 Annexation), 2008156566 (amendment), 2009055630 (amendment), 2010040431 (Phase 5 Annexation), 2013069107 (Phase 6 Annexation), 2014018079 (Phase 7A Annexation), 2014106786 (Phase 7B Annexation) in the Official Public Records of Travis County, Texas. This instrument shall amend and restate such Declaration, and Supplemental Declaration and Amendments thereto, and supersedes and replaces such Declaration and prior supplements and amendments and establishes restrictions and covenants as hereinafter provided.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property, together with all other portions of the Property hereafter annexed to this Declaration, shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property, shall be binding on all parties having or acquiring any right, title or interest in the

Property or any part thereof, and shall inure to the benefit of each Owner of all or any part of the Property.

ARTICLE I.
DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

Section 1.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be amended.

Section 1.2. "Assessments" shall mean Regular Assessments and Special Assessments as defined below and all other amounts of any kind owed to the Association including without limitation fines, damage assessments, late fees and costs of collection or enforcement:

(a) "Regular Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association as provided in Section 3.2 herein.

(b) "Special Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association as provided in Section 3.3 hereof.

Section 1.3. "Association" shall mean and refer to BELVEDERE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 1.4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5. "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be amended.

Section 1.6. "County" shall mean Travis County, Texas.

Section 1.7. "Committee" shall mean and refer to the Architectural Control Committee for the Property as provided in Section 5.6 hereof.

Section 1.8. "FHA" shall mean and refer to the Federal Housing Authority.

Section 1.9. "Final Plat" shall mean and refer to the final plat(s) of the Property approved by the County and filed by Declarant in the Real Property Records of Travis County, Texas.

Section 1.10. "HOA Expenses" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the HOA Lots and Common Area, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.11. "HOA Lots" or "Common Area" shall mean and refer to all real property and all easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, if any, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the County or another governmental authority, such HOA Lots to include, without limitation, the portions of the Property conveyed to the HOA by deed recorded in Document No. 2011022093 of the Official Public Records of Travis County, Texas; the real property described as "HOA Lot" or "Common Area" and all private streets, public utility easements and drainage easements on the Final Plat of any portion of the Property; and all facilities and improvements situated thereon.

Section 1.12. "Lot" shall mean and refer to each lot platted in a Final Plat of any portion of the Property.

Section 1.13. "Masonry" shall mean and refer to stone, stone veneer, stucco or other masonry material approved by the Committee.

Section 1.14. "Member" shall mean and refer to each person and entity which is a Member of the Association as provided in Section 2.2 hereof.

Section 1.15. "MUD" shall mean and refer to the Belvedere Municipal Utility District established for the benefit of Owners to own, maintain and manage certain improvements on the Property.

Section 1.16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including homebuilders and contract buyers), of the fee simple title to a Lot, but not including those having an interest merely as security for the performance of an obligation.

Section 1.17. "Property"" shall mean all property described in the Original Declaration and all annexation declarations described in subsection (F) above and further described in **Exhibit A.**

Section 1.18. "Residence" shall mean and refer to any detached single-family residence constructed upon a Lot.

Section 1.19. "Development Period" means the period commencing on the date the Declaration was first recorded in the Official Public Records of Travis County, Texas and continuing until the earlier to occur of: (i) March 1, 2040, (ii) the date on which Declarant no longer owns any portion of the Property, or (iii) the date on which Declarant files a notice of the termination of the Development Period in the Official Property Records of Travis County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction and marketing of the Property, (b) direct the size, shape, and composition of the Subdivision, and (c) exercise the rights and privileges of the Declarant pursuant to this Declaration.

ARTICLE II.
ASSOCIATION

Section 2.1. The Association. Declarant shall charter the Association under the Texas Non-Profit Corporation Act, for the purposes of assuring compliance with the

terms of this Declaration. The Association, acting through its Board, shall have the power to adopt and amend Bylaws, to establish rules and regulations regarding the Property (including the HOA Lots) and to enforce such rules and regulations and the covenants, conditions and restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and the Bylaws, and shall have all of the powers set forth in the Articles and the Bylaws. Declarant, the Association and the Board shall never be under any obligation to enforce any such rules or regulations or the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, the Association or the Board.

Section 2.2. Membership. Every Owner shall be a Member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a Member of the Association. Declarant shall be a Member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof.

Section 2.3. Voting Rights. The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws.

Section 2.4. Board of Directors. The Association shall have a Board of Directors who shall have the powers and duties prescribed herein and in the Articles and the Bylaws. The Bylaws shall specify the procedure for election of the directors and the term to be served by each director.

Section 2.5. Private Streets. All streets in the Property shall be private streets. The Association shall own and maintain the streets in the Property, and shall have the responsibility to pay any property taxes assessed and owing thereon.

ARTICLE III.
ASSESSMENTS AND FEES

Section 3.1. Covenants for Assessments and Initiation Fee.

(a) Each Owner (other than Declarant) of any portion of the Property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other document, is deemed to covenant and agree to pay to the Association Assessments including fines and other charges assessed for violations to this Declaration, the Bylaws, any rules of the Association and the MUD, and any other governing documents. The Initiation Fee as later defined herein and all other Assessments including all fines and charges shall be established and collected as hereinafter provided or as provided in the bylaws, rules or other governing documents for the Property.

(b) Each Owner (other than Declarant) who acquires title to a Lot intending to use or market the Residence constructed, or to be constructed, thereon as a

home shall, on the date the Lot is conveyed to such Owner, pay to the Association the Initiation Fee for membership in the Association.

(c) The Assessments including interest, costs, fines and other charges, and attorneys' fees as provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which each such Assessment is assessed. Each such Assessment, together with any interest, costs, fines and other charges, and attorneys' fees as provided for under this Declaration, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by such successors.

Section 3.2. Initial Initiation Fee and Regular Assessment. The Initiation Fee shall be paid as provided in Section 3.1(b) hereof. The Regular Assessments shall commence as set forth in Section 3.5 hereof, and shall be payable in advance on February 1 of each year. If the date of commencement of Regular Assessments for an Owner is other than February 1, the first Regular Assessment owing by such Owner shall be prorated from the date of commencement until the ensuing December 31 and paid to the Association on such date of commencement. The Assessments (i) shall be used to pay the HOA Expenses, (ii) may be adjusted as determined by the Board pursuant to Section 3.9 hereof and the Articles and the Bylaws, and (iii) shall be payable as set forth herein or as otherwise prescribed by the Board.

Section 3.3. Special Assessments. In addition to the Regular Assessments authorized herein, the Board may levy at any time a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or failure to comply with this Declaration or the Association's rules and regulations or other governing documents of the Association, including without limitation, grass and weed cutting, and (iv) as to a particular Lot Owner, HOA Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees.

Section 3.4. Notice Requirement. Written notice of any meeting called for the purpose of taking any action authorized in Section 3.3 shall be in accordance with the Bylaws.

Section 3.5. Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on the earlier of (i) the date of conveyance of the Lot in question to an Owner intending to use or market the Residence constructed, or to be constructed, on such Lot as a home or (ii) at a date determined by Declarant. (For example, Declarant may notify homebuilders owning Lots that those Lots must pay assessments beginning on a date established by Declarant.)

Section 3.6. Exempt Property. All HOA Lots, all Lots owned by Declarant, and all property dedicated to and received by the HOA, the County, the MUD or another

governmental authority shall be exempt from the Initiation Fee and the Assessments provided for herein. In addition, all Lots and all Property which are transferred or conveyed to Declarant's mortgagee by virtue of foreclosure, or deed in lieu of foreclosure, shall be exempt from the Initiation Fee and Assessments provided for herein for so long as such mortgagee is the record title owner of such Lot or Property and does not use or market a residence thereon as a home.

Section 3.7. Remedies of the Association. Any Assessment, including any Initiation Fee or other sum due under this Declaration, the Bylaws, or any rules of the Association and the MUD or other governing documents not paid within 30 days after the due date shall be delinquent and, at the Board's discretion, may bear interest from the due date at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, and/or the Board may impose late fees and collection fees for any unpaid amounts due the Association. Any such Assessment including administrative costs of the Association and reasonable attorneys fees and other enforcement costs and any late fees adopted by the Board shall be secured by a lien upon the Owner's Lot to which such Assessment relates, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of expedited judicial foreclosure and the other rights and remedies afforded under the Texas Property Code, as amended. It is expressly intended that by acceptance of a deed or other form of conveyance to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Lot.

To evidence the lien, the Association may file a written notice of such lien in the Real Property Records of Travis County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of lien as provided herein, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and/or conduct an expedited foreclosure sale of the Owner's Lot under the Texas Property Code, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association has a power of sale and the power to bid on a Lot at a at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. Notwithstanding the foregoing, 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 (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 Initiation Fee or Assessments or other charges provided for herein by non-use of the HOA Lots or abandonment of the assessed Lot by the Owner.

Section 3.8. Subordination of Lien to Mortgages. The lien securing the Assessments shall be subordinate to the lien of any bona fide mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record to which such Assessment lien is subordinate shall extinguish the Assessment and Initiation Fee lien as to the Assessments, Initiation Fee and other charges which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments or Initiation Fee or other charges thereafter becoming due or from the lien securing such Assessments or Initiation Fee or other charges, except for a transfer by foreclosure or in lieu of foreclosure to Declarant's mortgagee.

Section 3.9. Duties of the Board. The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board may increase the amount of regular assessments or levy a Special Assessment authorized by this Declaration at any time, and shall establish the due date for such Special Assessment at the time of assessment. The Board shall prepare a roster of the Lots and the Assessments and other charges applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessments and other charges applicable as of December 31 of each calendar year shall be sent to every Owner subject thereto by the following January 31. The Association shall, upon request at any time, furnish to any Owner liable for Assessments a certificate in writing signed by an officer of the Association setting forth whether all Assessments and other charges have has been paid.

Section 3.10. Fines. The Board shall have the right to assess fines, damage assessments, enforcement costs (including attorneys fees) for costs of enforcement, and other charges as may be allowed by law or further described in the governing documents against an Owner for violations of this Declaration, the Bylaws, any rules of the Association and the MUD, or any other governing documents. Fines may increase for each day such Owner allows the violation to continue. The Board may waive all or part of any fine if there are hardships or unusual circumstances in the Board's discretion. Attorney's fees incurred by the Association in enforcing this Declaration, the Bylaws, any rules of the Association and the MUD, or any other governing documents may be assessed to the violating Owner's account. Any fines or other charges assessed against an Owner shall be secured by a lien upon the Owner's Lot as provided in and in accordance with Section 3.7 hereof.

It is the Owner's responsibility to notify the Association, in writing, when the Owner believes a violation has been cured to allow the Association to reevaluate the violation and consider ceasing the accrual of any additional fines. Fines may continue to be assessed until the Association receives notice from the Owner.

Section 3.11. Suspension of Privileges. In addition to any rights and remedies available at law or in equity or specifically provided in this Declaration (including, without limitation, the provisions of Section 3.7 regarding Remedies of the Association, Section 3.10 regarding Fines, and Section 7.16 regarding Right of Enforcement) or other governing documents of the Association, in the event an Owner or its homebuilder or

contractor violates this Declaration, the Bylaws, any rules and regulations of the Association, the Board, the MUD, or any applicable regulatory or governmental authority, or violates or any other applicable law, regulation, rule or contractual obligation, the Board and/or the Committee, acting on behalf of the Association, may (i) suspend or condition the right of an Owner and any of its tenants, occupants or guests to use the facilities and amenities (including all or part of the Common Areas) owned, operated, or managed by the Association until such matter or violation is cured or satisfied, (ii) suspend any approval for the construction, improvement, renovation, addition or alteration to a Residence or Lot, (iii) record a notice of non-compliance regarding such violation and the applicable Lot in the Official Public Records of Travis County, Texas, and/or (iv) withhold any approval or consent required or permitted to be given pursuant to the Declaration until such matter or violation is cured or satisfied.

Section 3.12. Application of Payments. A payment received by the Association from an Owner shall be applied to the Owner's debt in the manner required by law, however to the maximum extent allowed by law, including when an owner is in default under a payment plan, the Association may apply payments received in any manner determined by the Board or managing agent. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the foregoing order of priority or to any other policy of the Association; regardless such attempted conditions or directions shall not be binding and shall have no legal effect. The Board by board vote may amend this section in order to comply with or reflect any changes in law becoming effective after the date of this restatement.

Section 3.13. Prerequisites to Foreclosure. The Association may not foreclose an Assessment lien by giving notice of sale under Section 51.002 of the Texas Property Code or commencing an expedited judicial foreclosure action unless the Association has provide any lien holder notice required by Texas Property Code Chapter 209 or other applicable law.

ARTICLE IV.
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 4.1. Re-Platting. No re-plat of the Property or any portion thereof that has not first been approved by Declarant or Board shall be filed with the County or recorded in the Real Property Records of Travis County, Texas. Declarant's or Board's approval shall be shown in writing and signed by Declarant or a Board representative on the face of the plat.

Section 4.2. Residential Use. The Property and all Lots (other than the HOA Lots) shall be used for single-family residential purposes only, except that a Lot may be used by a homebuilder for a model home or as a temporary parking lot adjacent to a model home. Subject to other provisions of this Declaration governing use of the Common Area and use by the Declarant, no part of the Property may be used for purposes other than single-family Residences and related, non-commercial purposes for which the Property was designed, unless specifically approved in writing by the Board. An Owner may not allow employees of such Owner or of a business with which such Owner is associated (other than household domestic servants or persons related to such Owner by blood, adoption, or marriage and who also reside the household) to live or

work in such Owner's Residence. No Owner may manufacture or prepare on the Property any tangible products for off-premises use or consumption. The foregoing restrictions as to use for residential purposes shall not, however, prohibit an Owner from:

(i) maintaining his personal or professional library;

(ii) keeping his personal business or professional records or accounts, provided that such records are kept by a resident of the Residence and not a third party coming and going from the Residence on a regular basis;

(iii) handling his personal and professional business involving only professional telephone calls, computer work, correspondence, and mail. The foregoing does not permit personal or professional business involving deliveries to or from a Residence (other than mail service or overnight delivery typical of residential use), visits of customers, clients, patients, vendors, or other business visitors to or from the Owner's Residence home or Common Areas; or

(iv) renting or leasing an Owner's Residence in strict compliance with the Declaration, the Bylaws, and any rules and regulations of the Association and the MUD;

No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Residence (with attached or detached garage) and one related out-building, e.g., a casita, workshop, or storage building, per Lot. See also Section 4.7(l).

Section 4.3. Single Family Occupancy. Each Residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. However, in no event shall a Residence be occupied by more than three (3) times the number of bedrooms in the Residence. For example, no more than nine (9) people may reside in a three-bedroom home. For the purposes of this section, the word "bedroom" shall mean only the traditional use of the term – living areas such as game rooms, living rooms, dens, kitchens, breakfast rooms, enclosed patios, or any similar room shall not be considered a bedroom.

Section 4.4. Garage Required. Each Residence shall have at least a two-car garage. All garages must conform with applicable ordinances and codes, and with the design and materials of the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder.

Each garage constructed on a Lot shall open perpendicular to the street, or shall be located a minimum of thirty (30) behind the front building elevation line. Single garage doors shall be used for multi-car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street. All garage doors shall be constructed of architectural wood materials.

Section 4.5. Restrictions on Re-subdivision. No Lot shall be subdivided into smaller lots, except as provided in Section 4.1 hereof.

Section 4.6. Driveways. All driveways shall be surfaced with concrete, pavers or similar materials approved in advance by the Committee. Asphalt and crushed granite are prohibited. No driveway shall be any closer than fifteen (15) feet from a Lot line.

Section 4.7. Uses Specifically Prohibited and Other Provisions.

(a) Lot Improvements. No temporary dwelling, outside storage building, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot, except as specified in Section 4.7(n) hereof and further except that a homebuilder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot.

No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the boundary lines of the Lot upon which the improvements are to be erected during construction and may remain only so long as construction progresses without undue delay.

(b) Vehicle Parking. Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective garages or off-street parking areas on their Lots. Owners may not store any items in their garage that prevent parking of vehicles in the garage. No Owner or occupant may park, store, operate, or keep within the Owner's Lot (or any street or other property adjoining such Lot) any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, recreational vehicles (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner's Residence. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. No one may park vehicles in the Common Area (including pool and tennis court) parking lots overnight or when not using the Common Area. The overnight parking of vehicles on streets or right-of-ways is prohibited.

Notwithstanding any other provision to the contrary in this Declaration, this Declaration shall not prevent temporary parking of a recreational vehicle on a Lot visible from the street *provided* such parking is in compliance with all provisions of the dedicatory instruments, including the restrictions outlined by this section 4.7(b) and any rules and regulations of the Association. All recreational vehicles must be parked subject to/in compliance with the following conditions:

(i) Presence of a recreational vehicle is prohibited other than when the resident of the Lot is *actively* in the process of loading and unloading the vehicle;

(ii) Presence of a recreational vehicle (for any length of time) on a Lot is prohibited on more than two days in any 7-day period;

(iii) Presence of a recreational vehicle on a Lot is prohibited for more than 24 hours (i.e. all loading and unloading must be accomplished in a 24-hour period and the vehicle taken off-site to be stored after such time.); and

(iv) Recreational vehicles may not be parked on the street for any length of time.

The Board may in its discretion authorize temporary variances to the restrictions regarding recreational vehicles, including variances for holiday weekends.

No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets throughout the Property or in front of driveways to the Lots. No vehicles shall be left parked and unattended in such a manner as to prevent the ingress or egress of emergency vehicles or service vehicles (for example, garbage trucks). No inoperable vehicle may be parked on the Property (including the streets) except within an enclosed garage.

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

(c) Dangerous Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) Structures. No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other outbuilding, shall be placed or used on any of the Property at any time as a dwelling house; provided, however, that any homebuilder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(e) Mining and Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(f) Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property, except that dogs or cats may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the residents of the Property. No more than two (2) pets will be permitted on each Lot. Pets must be restrained or confined to the Owner's Lot inside a fenced area or within the Residence. It is the pet Owner's responsibility to keep the Lot and common areas clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies. Residents are reminded that Travis County leash laws apply to Belvedere and that all pets must be kept on a leash when not confined on the homeowner's property.

(g) Dumping. No Lot or other area on the Property shall be used as a dumping ground for construction rubbish or a site for the accumulation of unsightly

materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.

(h) Water Supply. Each Residence shall be connected to and shall utilize the central water system designated by the Declarant. No individual Residence water supply system shall be permitted on the Property.

(i) Wastewater System. Each Owner shall install a specific septic wastewater system for each Lot, subject to approval of the Committee and of the County or other governmental entity with appropriate jurisdiction under applicable law over on-site septic systems.

(j) HVAC Equipment. No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning units are allowed.

(k) Antennas and satellite dishes. The following antennas and satellite dishes are not permitted:

- antennas or dishes that only transmit signals;
- antennas or dishes that interfere with reception of video signals by other Residences;
- antennas or dishes mounted on roofs or buildings, except as provided herein;
- antennas or dishes in Common Areas; and
- dishes greater than one meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only (i) inside the attic, garage or living area of a Residence or (ii) outside in the back yard or side yard of a Residence. However, the Committee may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the Committee for compliance with the following standards:

The antenna or satellite dish must:

- be properly bolted and secured in a workmanlike manner;
- be located behind the Residence or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a Residence;
- be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring Residence;
- be no higher than the fence or landscaping that is screening it from view; and
- not be located within any building setback lines as defined by the County.

Each Owner is liable for all damages to Association property, personal property, animals and persons caused by such Owner's installation and use of an antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values, and safety considerations, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

(l) Non-Residential Use. No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind, unless specifically permitted herein or approved in advance by the Board. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious, offensive or noisy activity shall be undertaken on the Property, and nothing shall be done which is or may become a nuisance to any portion of the Property. Nothing in this subparagraph or Section 4.7 shall prohibit a homebuilder's temporary use of a Residence as a sales office until such homebuilder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art or piano lessons so long as such activities do not materially increase the number of cars parked on the street, increase the volume of deliveries of packages or mail to the house, or interfere with other Owners' use and enjoyment of their Residences and yards.

(m) Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n) Specific Committee Approvals.

(1) Outside storage buildings and sheds: COMMITTEE APPROVAL REQUIRED and must meet the following specifications:

(a) Floor area no greater than 100 square feet.

(b) Ceiling plate height no greater than eight (8) feet.

(c) Siding material must be the same type and color masonry as the Residence on the Lot, and the roof material must be the same type and color material as the Residence roof.

(d) Location of building must meet the minimum side yard and rear yard setback provisions for the Lot.

(2) Outside storage containers: COMMITTEE APPROVAL REQUIRED and must meet the following specifications:

(a) Maximum of two (2) containers per property.

(b) Maximum of four (4) feet tall.

(c) Must be compatible with the Residence on such Lot and with community surroundings.

(3) Children's Playscapes and Playhouses:

All playscapes, playhouses, trampolines, and other similar outdoor recreational equipment must receive prior approval from the Committee after submittal of plans and specifications. The Committee may permit, deny, or permit with condition, any such structure, and may take into consideration all factors deemed relevant, including height, visibility from the street and surrounding lots, color, materials, height and other dimensions, and other such considerations. For example the Committee may approve a structure on the condition that it be made of certain materials, with dimensions not to exceed stated dimensions.

In no event may playscapes exceed 14 feet at the highest point or be greater than 20 feet in length. Playhouses may not exceed six feet in height and may be no wider than six feet. Trampolines including safety net may not exceed 14 feet at the highest point.

(4) Basketball Goals: No basketball goals can be mounted to any Residence. Permanent basketball goals require COMMITTEE APPROVAL. Portable basketball goals require NO COMMITTEE APPROVAL but must meet the following specifications:

(a) Must be stored in an upright position out of the street and on the Residence Lot.

(b) Must be properly maintained.

(5) Doghouses: Doghouses may not exceed three (3) feet in height and twenty-seven (27) cubic feet. NO COMMITTEE APPROVAL necessary if meet said specifications.

(6) Greenhouses: COMMITTEE APPROVAL REQUIRED and no more than ten (10) feet at the highest point.

(7) Gazebos/Arbors: COMMITTEE APPROVAL REQUIRED and no more than fourteen (14) feet at the highest point.

(8) Swimming pools: COMMITTEE APPROVAL REQUIRED. No above-ground pools are allowed. All swimming pools must meet the following specifications:

(a) Must meet all requirements of the current International Residential Code (IRC).

(b) All gates surrounding or providing access to pools must have self-closing spring closures.

(9) Setbacks: All facilities described in this subparagraph (n) must be located to meet the front, side and rear setback lines applicable to the Lot.

(o) Easements. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within natural drainage channels or which may obstruct or retard the flow of water through drainage channels.

(p) Drainage. Lot drainage shall follow the natural drainage to the street, utility easement or natural grade elevations. Each Owner is responsible for managing the Lot surface drainage. After Declarant has graded a Lot, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals which may be required from the County and/or the MUD having authority to grant such approval.

All culverts installed on lots must be appropriately sized and installed, so that they may adequately handle peak drainage flow. Culverts may not be blocked by landscaping or debris. All requirements of the MUD or any other governmental requirement also must be met. The Committee does not necessarily review plans for compliance with all MUD or other governmental requirements. It is the Owner's responsibility to determine compliance with all MUD or other governmental requirements.

(q) Signs, Displayed Objects and Flags. No signs, emblems, object, display, or flag of any kind shall be placed or displayed on any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view without approval of the Committee except as set forth below. The Association may remove any item displayed in violation of this Section.

(1) For Sale Signs. An Owner may erect one (1) sign not exceeding six (6) square feet in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the ground advertising the property for sale.

(2) Declarant's and Builders' Signs. Signs or billboards may be erected by Declarant or any builder of a residence on the Property with permission of Declarant.

(3) Legally Required Signs. Signs required for legal proceedings.

(4) Political Signs. An Owner may erect one (1) political sign not exceeding 4' x 6' feet in area on such Owner's Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which signs pertain and are removed within ten (10) days after such election.

(5) Religious Items and Emblems. An Owner may display religious items and emblems on the entry door or door frame of such Owner's dwelling, provided that such displays do not (i) threaten the public health or safety, (ii) violate applicable law, (iii) contain language, graphics, or any display that is patently offensive to a passerby, (iv) extend past the outer edge of the door frame of the Owner's dwelling, or (v) individually or in combination with each other religious item displayed or affixed on the

entry door or door frame have a total size of greater than twenty-five (25) square inches.

(6) Flags. An 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 Section. 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. The a flagpole attached to a dwelling 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 dwelling. 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 such Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Owner. No more than one (1) flagpole may be constructed on a Lot, and no flagpole may exceed more than twenty (20) feet in height. Flags may not be displayed that exceed a dimension of three (3) feet in height by five (5) feet 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 (25) feet from the flagpole, or within the interior of any home or other structure in the Subdivision. No 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.

(r) Yard Screening. The drying, airing, or other hanging of clothes, rugs, or other such items anywhere other than inside a Residence is prohibited. The Owners and occupants of any Lot such as those Lots at the intersections of streets or adjacent to parks, playgrounds, or other facilities where the rear yard is visible to public view shall install a suitable enclosure to screen from public, street-level view equipment which is incidental to normal residences such as yard equipment and storage areas.

(s) Burning. Except within fireplaces in the Residence, outdoor cooking or Committee approved fire pits, no burning of anything shall be permitted anywhere on the Property.

(t) Utilities. All utilities shall be installed underground, with the exception of required grade level utility facilities such as transformers, gas and electric meters, electrical panels, cable, telephone risers and connection facilities. All electrical panels must be installed in the garage or inside the home; they may not be installed on the exterior of the home). Any electric transformer installed in the front yard setback of any Lot shall have landscaping installed around all sides of the structure so as to wholly block the structure from view of the street. All other grade level or near grade level utility facilities or installations must either be located out of view of neighboring lots and the street, or wholly screened with approved landscaping installed around all sides of the

structure. As an alternative to landscape screening, grade level or near grade level utility facilities or installations (with the exception of electric transformers installed in front yard setbacks) may be wholly screened with Committee-approved masonry screening. All other outdoor mechanical equipment must be appropriately screened in compliance with the requirements of the deed restrictions. (See Declaration Section 4.11(iv)).

(u) Propane Tanks. Propane tanks installed for residential applications (home/water heating and cooking) must be buried with only the propane flow line and regulators above grade.

(v) Lot Maintenance and Trash Management. Each Owner shall have the responsibility to maintain at his sole cost and expense his Lot and all improvements thereon in a clean and repaired condition, free and clear of excessive construction debris, trash, disconnected tree limbs, dead trees and unsightly materials. If any Lot or improvement is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the provisions set forth in Section 5.8 hereof.

(w) Leasing. No Residence may be leased for less than a 6 month period. All leases shall be subject to this Declaration, the Bylaws, and any rules of the Association and the MUD. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of this Declaration, the Bylaws, or any rules of the Association and the MUD. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule provisions against an Owner's tenants, including collection of fines for violations by the tenant of the Declaration, the Bylaws, or any rules of the Association and the MUD. Owners are liable for all fines or other amounts levied due to actions of the owner's tenants or their guests or invitees. No Owner may lease (for barter or monetary amounts) any part of his residence (such as leasing a bedroom to a boarder) with the exception of live-in domestic help in association with customary residential purposes. Any advertisement of a Residence for lease must include the minimum lease term and such term may be greater than but not less than 6 months, and no advertisement may quote a rate other than a monthly rental rate (i.e. no daily or weekly rates may be advertised).

(x) Residential Outside Color Change: COMMITTEE APPROVAL REQUIRED for any outside color change, and the proposed color(s) must be compatible with the aesthetics of the neighborhood.

(y) Lawn Maintenance Hours. Owners may not perform or allow to be performed any work using leaf blowers, mowers, weed-eaters, edgers, or other lawn maintenance equipment of a similar noise level before 8:00 am or after 8:00 pm. In the event of a question as to whether a piece of equipment is allowed between these hours, the Board shall make the determination in its sole discretion.

(z) Landscape areas; drainage. Owners of a Lot are responsible for landscaping such Lot and maintaining all such landscaping all the way to the street curb, regardless of actual Lot boundaries. Regardless of whether landscaping installations / alterations have been made in accordance with approved plans, if reasonably necessary in the Board's discretion, the Board may require Owners to perform landscape, including grading, alterations as reasonably necessary to address drainage issues, including

excessive drainage from the Lot being discharged into the common area or a neighboring Lot. However notwithstanding any language herein, the Association shall have no duty to require drainage alterations under any circumstances (i.e. the Association may leave drainage issues between neighbors to the neighbors to resolve.)

Section 4.8. Minimum Floor Area. The total air-conditioned living area of the Residence, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings shall not be less than 3,000 square feet on any Lot within the Property, provided, however, the Committee shall have the right, in its discretion, to allow variances of up to two hundred (200) square feet from the minimum square footage referenced above.

A two (2) story home must have a minimum of sixty five (65) per cent of the living area on the first floor of the Residence.

Section 4.9. Building Materials. Unless otherwise approved in writing by the Committee, all exterior wall areas (exclusive of windows and doors) of each Residence constructed on a Lot, including, but not limited to, chimneys, shall be not less than 100% Masonry.

The Committee shall consider selective use of brick and/or wood accent architectural materials, as long as the brick or wood material is compatible with the aesthetics of the community.

Hardie board or a similar cement-based material may be used as a material for siding and soffit construction. The use of siding is limited to a maximum of 20% of the total exterior wall area of the home.

Section 4.10. Setback Restrictions. No Residence shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the following minimum setback lines, unless the County or Final Plat setback line are more restrictive, in which case the most restrictive setback lines must be used:

Front yard minimum setback	Fifty (50) feet
Side yard minimum setback	Fifteen (15) feet
Rear yard minimum setback	Twenty (20) feet

Section 4.11. Fences and Retaining Walls. No portion of any fence shall extend more than eight (8) feet in height. Any Lot fence shall be approved by the Committee prior to installation. The fencing restrictions are as follows:

(i) Fence located on the rear of a Lot property line adjacent to the Property perimeter boundary. The subject fence must be installed with eight (8) foot dark green metal pipe and eight (8) foot high game fencing material, using 4 inch by 4 inch game fence openings. This subject fence has already been installed on the north perimeter of the Property.

(ii) Fence located on front or side Lot line, or on rear Lot line not adjacent to the Property perimeter boundary. The subject fence must be Masonry or wrought iron.

(iii) A wrought iron fence installed in the front yard of the Residence must include Masonry columns a maximum of thirty (30) feet on center, and a Masonry column at each end of the wrought iron fence.

(iv) Outdoor mechanical equipment including water softeners, HVAC, pool, spa, and other such equipment must be screened using 100% masonary materials (except when a gate is required for access) that match those of the primary dwelling. . The Committee may impose requirements on the height and location of such screening, and may require such items to be fully screened (four sides) or any lesser screening approved in the discretion of the Committee. Landscaping must be installed adjacent to such screening, the amount and type of landscaping to be approved by the Committee.

Fences or walls erected by Declarant or homebuilders shall become the property of the Owner of the Lot on which erected and shall be maintained by the Owner of such Lot. In the event no other person or entity maintains such fences or walls, the fences or walls may be maintained and repaired by the Association and the Owner of such Lot shall pay the Association the cost of such repairs or maintenance.

In the event of any dispute, disagreement or controversy between or among any Owners pertaining to either a retaining wall or fence, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved in binding arbitration by the Committee or its designated representative, and a judgment based upon the Committee's decision may be entered in any court having jurisdiction thereof.

Section 4.12. Landscaping and Irrigation. Each Owner or homebuilder shall submit a detailed landscape and irrigation plan to the Committee for review and approval prior to installation. All irrigation plans must be prepared by, and all irrigation equipment must be installed by, a licensed irrigator (this is also a state law requirement). Upon request Owner shall provide the Committee or Board proof that all irrigation was installed by, and any repairs made by, a licensed irrigator. Drip irrigation is encouraged for raised bed applications. MP rotator heads must be utilized for turf (the standard spray heads are disallowed, all heads must be MP rotator). The landscape plan shall include installing plants on all four (4) sides of the Residence, and must be at least two (2) feet tall and installed three (3) feet on center. The landscape plan shall include a tree survey identifying any Trophy Trees (as defined below) located on the Lot. Native landscape plants and landscape water conservation principles are encouraged in the landscape planning. Rain harvesting and water conservation systems are encouraged for usage by the homebuilders and the Residents.

A "Trophy Tree" is defined as a native live oak, cedar, elm, or pecan greater than eight (8) caliper inches three (3) feet above the ground. No Trophy Tree may be removed from or damaged on any Lot without the prior review and approval of the Committee.

A minimum of two (2) six (6) inch caliper (measured three (3) feet above the ground) trees shall be located (and if not then existing, shall be planted) in the front yard setback of the Residence at the time the Residence is first occupied as a home.

Each Owner shall use best management practices for the landscape plan and for any Residence irrigation system, shall consider native grasses and plants, **and shall**

comply with the Water Conservation Measures of Exhibit "B". Exhibit "B" may be enforced by the Declarant, the Committee, the Association and/or the MUD.

Section 4.13. Sidewalks. Sidewalks are not required on the front or side yard of any Lots adjacent to a street.

Section 4.14. Mailboxes. The Declarant shall install a cluster mailbox system near the entrance to the Property, or each Owner shall install a Committee-approved Lot mail box if the United States Post Office approves individual Residential mail delivery.

Section 4.15. Roofs and Chimneys. All roofs on any Residence constructed on a Lot shall have no less than a 4'/12' roof slope. All roofs shall be constructed or covered with a metal or tile roof material approved by the Committee. No roof shall be installed with a visually offensive color. Architectural chimney caps will be required on all chimneys, and may extend above the height limitation set forth in Section 4.18 hereof. Subject to all other applicable provisions of this Declaration, an Owner may, but is not obligated to, install roofing that (a) is designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary roofing, or provide solar generation capabilities, and (b) when installed, resemble, are more durable than, and are of equal or superior quality to the roofing used or otherwise authorized for use in the Subdivision, and match the aesthetics of the Subdivision.

Section 4.16. Retaining Walls. Prior to occupancy of any Residence, the Owner shall install the appropriate retaining walls on a Lot. Any required retaining wall shall be installed using Masonry as the building material. Retaining walls must meet all applicable building codes, and the primary function of any retaining wall must be to address topographical considerations/concerns

Section 4.17. Future Extension Streets; Street Closure or Access Limitation. Numerous streets, at the sole discretion of the Declarant, may be extended with a Final Plat in the future. If these streets are extended, such area shall be annexed to the Property and developed under this Declaration. Secondary entrances to the subdivision may be closed or restricted in the future. The Texas Department of Transportation has informed the Association that upon completion of the subdivision, or at any time prior to that, secondary entrance(s) to the subdivision, including the entrance off of Springdale, will be required to be closed or be used solely for emergency access. Declarant or Association may in their discretion close or impose new or further access restrictions on the Springdale entrance or any other secondary entrance. Conversely, Declarant or Association may, provided any applicable consent is obtained form TXDOT or other applicable governmental authority, re-open previously closed streets, or otherwise reconfigure, including altering access (further restricting, or further opening) streets.

Section 4.18. Residence Height Restrictions. No Residence shall be constructed which is greater than two (2) stories in height or which is greater than thirty five (35) feet in height, measured from the front entry floor elevation to the top of the roof of the Residence. The minimum plate height for the first floor shall be ten (10) feet, and at least fifty (50) percent of the first floor plate height shall be twelve (12) feet or higher, and the minimum plate height for the second floor shall be nine (9) feet.

Section 4.19. Concrete Foundation Restrictions. Concrete foundation exposure on any Residence elevation shall be no greater than the restrictions set forth below:

	Maximum concrete foundation exposure in inches			
Location	Front	Front Side	Rear Side	Rear
Maximum Exposure	18 inches	18 inches	18 inches	18 inches

Section 4.20. Auction Sales Prohibited. Except for foreclosure sales held by a lienholder in conjunction with foreclosing on a deed of trust or other lien right, no Lot may be sold by public auction process. For the purposes of this Section, "public auction process" is considered to be the sale of property by competitive bid.

Section 4.21. Water Conservation Restrictions. Each Owner shall meet the minimum restrictions for water conservation as defined in the attached Exhibit "C", entitled "Water Conservation Measures Mandatory Requirements".

Each Owner shall use best efforts to meet the suggested water conservation guidelines as defined in the attached Exhibit "D", entitled "Water Conservation Measures Suggested Guidelines".

Section 4.22. Water Quality Features. All water quality protection features, including any filter strips, buffer zones, greenbelt areas and impervious cover limitations depicted or provided for on a Final Plat for the Property or incorporated in the development of a Lot, shall be maintained for water quality protection and shall not be altered, damaged, or covered. This restriction against altering the physical elements of the water quality protection measures shall run with the land, and may be enforced by Declarant, the Owner of any real property interest in any of the Property, the MUD, the Association, or any governmental entity with jurisdiction over platting or subdivision of the Property or over the streets or wet utilities within the Property, by any proceeding at law or in equity.

Section 4.23. US Fish and Wildlife Measures. The US Fish and Wildlife Service measures, attached as exhibits hereto, shall be followed by Declarant, each Owner, each homebuilder, the Association and its agents and management company, the MUD, and all contractors working on any part of the Property.

Section 4.24. Impervious Cover Regulations. The maximum impervious cover for the Property is fifteen (15) percent. When equally applied to the total number of lots on the Property, this equates to a maximum impervious cover allotment of 9400 square feet per lot. Subject to the review and approval of the Committee, rainwater harvesting may be implemented to receive impervious cover credit if required to remain below the maximum allowed or desired for future use.

Section 4.25. Integrated Pest Management Systems. Each Owner shall use best management practices of Integrated Pest Management (IPM) systems for each Residence and Lot, as described in Exhibit "G".

Section 4.26. Outside Lighting. The outside lighting plan for each Lot shall be approved by the Committee. No outside flood lights shall be installed on a Residence.

Subdued and directed architectural lighting shall be allowed, subject to the prior approval of the Committee. The intent of this outside lighting provision is to maintain the visibility of the natural skylight for all Owners and to minimize outside light pollution. Outside lighting must comply with any exterior lighting rules approved by the Board.

Section 4.27. Oak Wilt Program. The Association may from time to time establish rules and regulations pertaining to the protection and/or treatment of oak wilt. In such event each Owner shall meet the minimum requirements as set forth in such rules and regulations.

Section 4.28. Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Subdivision. Unless otherwise posted, the speed limit on all roads in the Subdivision is 25 miles per hour.

Section 4.29. Solar Energy Devices. No Owner may install a Solar Energy Device anywhere in the Subdivision without receiving the prior written approval of the Committee. The Committee may withhold approval for the installation of a Solar Energy Device if it determines in writing that the placement of such device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Additionally, no Solar Energy Device installed in the Property may: (a) threaten the public health or safety or violate applicable law; (b) be located on property owned in whole or in part or maintained by the Association; (c) be located in an area on an Owner's Lot other than on the roof of the home or in a fenced yard or patio owned and maintained by such Owner; (d) be located in an area other than an area designated by the Association, unless the alternate location desired by the Owner increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory (or a comparable organization), by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association; or (e) as installed, voids material warranties. Solar Energy Devices mounted on the roof of a home must (i) conform to the slope of the roof, (ii) have a top edge that is parallel to the roofline and must not extend higher than or beyond the roofline, and (iii) have a frame, support bracket, or visible piping or wiring in a silver, bronze, or black tone commonly available in the marketplace. Solar Energy Devices located in a fenced yard or patio may not be taller than the fence line. "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Section 4.30. Rainwater Harvesting. An Owner may install a rain barrel or rainwater harvesting system only upon receiving prior written approval of the Committee. 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 an Owner's home and an adjoining or adjacent street. Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a

common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

Owners may not install a rain barrel or rainwater harvesting system that is a color other than a color consistent with the color scheme of the home; that displays any language or content not typically displayed by such a barrel or system as manufactured, or is not constructed in accordance with plans approved by the Committee. If any part of the improvement will be visible from the street, another lot, or common area, the Committee may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

Section 4.31. Outdoor Fire Pits. All outdoor fire pits[1] must meet the requirements and specifications of this Section.

(a) Hard Surface Requirement. All fire pits must be built on a hard surface. "Hard surface" is defined to mean crushed granite, cement, tile, or stone

(b) Shape. (i) *Wood burning (including wood chip or other similar product) fire pits:* The fire pit may be any shape as long as the internal fire ring and the outer fire break wall meet the dimensions specified below and the outer fire break wall shields all non-hard surfaces; (ii) *Non wood burning fire pits (e.g. gas)*: For non-wood burning fire pits, the architectural committee may approve alternate shapes in its discretion

(c) Internal Fire Ring for wood-burning fire pits. A wood-burning fire pit must contain an internal fire ring with a diameter of between thirty-six (36) and sixty (60) inches. There must be an internal fire ring wall, and it must be at least ten inches in height around the entire perimeter (360°) of the ring.

(d) Outer Fire Break Wall for wood-burning fire pits. A wood-burning fire pit must have an outer fire break wall that is (at all points of the wall) at least seven feet from the outer edge of the internal fire ring and at least 20 inches in height for the entire length of the wall. The outer fire-break wall may be any shape, including a semi-circle, as long as it fully shields all non-hard surfaces (such as grass, dirt, etc.). The outer fire break wall must be constructed of stone, brick, or stucco.

An example of an acceptable wood-burning fire pit design is attached as Exhibit E. For non-wood burning fire pits, the architectural committee may approve or require alternate fire-prevention measures (such as ample hard surface surrounding the pit in lieu of walls, alternate fire wall construction dimensions, or other designs).

Receipt of approval from the architectural committee of fire pit design shall not be construed as a warranty or commentary on the safety of such design; only that the pit is in compliance with the governing documents of the association. The safety of design and safe use of the fire pit is the responsibility of the homeowner

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[1] Anything other than a traditional stand-alone metal grill or built-in grill (built in to a pergola, casita, etc.) will be considered an outdoor fire pit. In the case of any question as to whether a submittal is an outdoor fire pit requiring compliance with this section, the Architectural Control Committee shall make a determination in its sole reasonable judgment.

Section 4.32. Grills & Smokers. Any outdoor cooking grill or smoker, whether gas or wood, must be on a hard surface. "Hard surface" is defined to mean crushed granite, cement, brick, or stone. Grills or smokers may not be placed on pool decking unless the portion of the decking upon which the grill or smoker is placed is a hard surface. Owners may modify pool decking to add a hard surface component with Committee approval.

Section 4.33. Address markers. Notwithstanding any language to the contrary in any other applicable dedicatory instrument, all address markers shall be monument style and must match the existing home's stone or stucco material (a particular stone was formerly required, which is no longer readily available.) All address markers must be approved by the Committee.

ARTICLE V.
ARCHITECTURAL CONTROL

Section 5.1. Authority. No significant landscaping addition or revision shall be undertaken, no building, fence, wall, basketball goal pole or other structure or improvement of any kind (including all repair arising by reason of any casualty damage or destruction) shall be commenced, erected, placed, maintained or altered on any Lot, and no exterior painting of, exterior addition to, or alteration of any such items shall be undertaken until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of main elevation with respect to adjacent streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and

(iii) the other standards set forth within this Declaration.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building that can be determined from front, rear and side elevations on submitted plans.

No addition or alteration shall be made to any Residence which significantly impacts its exterior appearance, including changes in color or materials, without the prior written consent of the Committee. Plans for all such work shall be submitted to the Committee in compliance with this Section 5.1. All removals, additions, and alterations must comply with all applicable governmental regulations, including building code and fire code regulations.

Section 5.2. Procedure for Approval. Each Owner shall follow the review and approval process for Committee approval of any improvements requested by the Owner set

forth below. The following shall apply, and control to the extent of any conflict with other language in this Declaration or other governing documents of the Association.

(a) The Committee will not review any submittals (including preliminary or final submittals) unless the submittal plans along with the Committee checklist (checklist forms should be requested from the Committee administrator and may contain additional requirements or other qualifications for submittal and construction) are delivered to the Committee administrator. Plans and checklists submitted fewer than five days before a scheduled Committee meeting date may be deferred for review by the Committee until the following scheduled meeting date.

(b) The Committee will not review final design submittals unless a principal of or employee in a supervisory role in the company of the approved homebuilder or contractor, attends the Committee's final design review meeting. The Committee shall give the approved homebuilder or contractor at least five days notice of such meeting via phone, email, or other method chosen by the Committee. If the homebuilder or contractor cannot attend, the meeting shall be rescheduled to a date of the Committee's choosing, but in no event shall the Committee be required to convene a meeting for review of final design review more than once in any 30-day period.

(c) The Committee will not review any submittals if the Lot or homebuilder or contractor has unpaid amounts due to the Association, or other outstanding violations, under/pursuant to the Declaration or other governing documents of the Association.

(d) The Committee will not review any submittals if the Lot or homebuilder or contractor has any incomplete or missing inspections or has occupied or reoccupied a Residence in violation of Section 5.2(f) or other governing document provision.

(e) Preliminary Design Review. The Owner shall submit to the Committee the preliminary new home or improvement design as soon as the Owner has a preliminary concept and design for the Lot. The preliminary design submittal shall include the following:

1. Plot plan, showing foundation, flatwork and impervious cover calculations;
2. Four (4) sides of the new Residence elevations, including materials;
3. Septic system plan;
4. Topography survey; and
5. Tree survey.

(f) Final Design Submittal. After the Committee has communicated preliminary design review comments to the Owner, a complete copy of the final plans and specifications (which shall address such comments) shall be submitted in duplicate by direct delivery or by certified mail to

the Committee. Such plans and specifications must be submitted at least thirty (30) days prior to the proposed landscaping or construction of improvements. The final design plans and specifications shall include the following:

*Detailed construction plans and specifications for all aspects of the Residence or improvements design, including without limitation, the final design components as referenced in Section 5.2 above, all structural, framing, foundation, roof, electrical, plumbing, mechanical, heating, ventilation, air conditioning, flooring components, and all matters set forth in the building and performance standards provisions of the Texas Residential Construction Commission Act (or its successor) and the rules promulgated by the Texas Residential Construction Commission (or its successor);

*Landscape and irrigation plans; and

*Any other design documents required by the Committee.

(g) Committee Approval or Disapproval of Final Design.

1. At such time as the final plans and specifications meet the approval of the Committee, the Committee shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Committee, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans; and verbal approval shall be void.

2. If the Committee fails to approve or disapprove the plans and specifications submitted in accordance with this Section 5.2 within thirty (60) days after the date of the Committee's receipt of such plans, the plans shall be deemed disapproved. Persons submitting plans and specifications are strongly encouraged to obtain written confirmation of the Committee's receipt of such plans and specifications. The Committee shall act with good faith and due diligence in attempting to review, and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time period. The Committee has the sole discretion and authority to approve and disapprove submitted plans and specifications, with the exception that upon request by the Committee or the Owner, the Board may review and in its discretion overturn any

committee decision. Notice of appeal to Board must be received by the Board within 10 days of the Committee's issuance of its decision in order for committee decision to be reviewed by the Board.

3. In the case of a dispute about whether the Committee responded within such time period, the Owner submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or by a signed delivery receipt.

(h) Required Approval Process for Homebuilder and Contractor.

1. The Committee shall have the responsibility and the authority to review and approve a specific homebuilder or contractor selected by an Owner to build, improve, renovate, or alter a Residence on the Owner's Lot. In addition to other requirements noted herein, the Owner shall be required to provide the following documentation to the Committee for review and approval or disapproval prior to any construction of a Residence or improvement, renovation, addition or alteration on a Lot or to a Residence:

i. Name and ownership of the homebuilder or contractor.

ii. Specific locations where the homebuilder or contractor is building homes in the Austin area.

iii. Price range of new homes built by the homebuilder or contractor in the Austin area.

iv. History of the homebuilder or contractor in the Austin area (length of time in business, previous building businesses, etc.).

v. Specific addresses of residences constructed by the homebuilder or contract similar to the Owner's proposed Residence.

vi. Financial information of the homebuilder or contractor to confirm that the homebuilder or contractor has the financial ability to complete the contemplated construction activities, including, without limitation, the homebuilder's or contractor's most current balance sheet and income statement, a binding commitment for funding of the estimated costs for the improvement, renovation, addition or alteration to the Lot and/or Residence, and any other information as the Committee may in its sole discretion determine appropriate.

2. The Committee shall consider the required documentation, as well as any additional documentation and information submitted

by the Owner and/or the homebuilder or contractor or otherwise obtained by the Committee, in the review and approval and/or disapproval of the homebuilder or contractor. The Committee shall have the responsibility and authority to approve or reject the requested homebuilder or contractor, based on the sole discretion of the Committee. The Committee may consider any factor in approving or rejecting the requested homebuilder or contractor, including, without limitation: the history, experience, ownership and construction activities of the homebuilder or contractor; the performance of the homebuilder or contractor under contracts; the financial ability of the homebuilder or contractor; any current or prior violations of the homebuilder of this Declaration, the Bylaws, any rules of the Association and the MUD, and any other governing documents, laws or regulations; and any current or prior delinquencies of the homebuilder or contractor in the Regular Assessments, Special Assessments, Initiation Fee, and fines and other charges assessed against the homebuilder or contractor by the Association. The Committee may in its discretion at any time decline to accept applications for additional approved builders if there are at least three builders already approved.

3. The Committee may in its discretion maintain a list of pre-approved homebuilders and/or contractors. If the proposed homebuilder or contractor is on the pre-approved list, the requisites of this Section 5.2 may be met by the Owner's written notice to the Committee of the name of the homebuilder or contractor and the Committee's subsequent written confirmation to the Owner that the homebuilder or contractor is currently pre-approved.

4. The Owner must obtain the Committee's written approval of the homebuilder or contractor before the Committee will review proposed construction plans. The Committee may revoke or suspend the approval of any homebuilder or contractor (i) as to pre-approved status at any time, and (ii) as to any particular Residence or Lot at any time prior to the commencement of significant construction activities on such Residence or Lot.

(i) Interim Construction Inspection.

During the initial construction or the material renovation or alteration of a Residence, the Owner shall cause an independent, licensed third party inspector approved by the Committee to inspect and confirm such construction, renovation or alteration is being made in compliance with the approved final design plans and specifications pursuant to Section 5.2 of this Declaration, other provisions of this Declaration, and all applicable laws, rules, statutes and ordinances and in a good and workmanlike manner. The Owner shall cause such third party inspector to promptly provide construction inspection reports to the Committee at stages of completion determined by the Committee and from

time to time upon request of the Committee[2]. The Owner and the Owner's contractor or homebuilder shall have joint and several responsibility to provide all required inspection reports. The Owner of the Lot shall have the responsibility to pay for all costs incurred in connection with such third party inspection. The Declarant and/or the Committee shall have the authority to require a stop in the construction, renovation, addition, landscaping or alteration to a Residence or other improvement to the Lot until such Owner or its homebuilder or contractor addresses any non-compliance in a manner reasonably acceptable to Declarant or the Committee.

In addition to the foregoing, the Declarant and the Committee shall have the right, but not the obligation, to enter upon, or direct its designated construction inspector to enter upon each Lot and Residence from time to time during normal business hours or during the actual construction, renovation, addition, landscaping or alteration of such Lot, solely for the purposes set forth below. Such inspection shall be for the purposes of confirming that such construction, renovation, addition, landscaping or alteration is made in compliance with the approved final design plans and specifications pursuant to Section 5.2 of this Declaration, other provisions of this Declaration, and all applicable laws, rules, statutes and ordinances and in a good and workmanlike manner. The Owner of such Lot shall have the responsibility to pay for all actual out of pocket costs incurred by the Declarant or the Committee in connection with such inspection. The Declarant and/or Committee shall have the authority to require a stop in the construction, renovation, addition, landscaping or alteration to a Residence or other improvement to the Lot until such Owner or its homebuilder or contractor addresses such non-compliance in a manner reasonably acceptable to Declarant or the Committee.

(j) Required Certificate of Occupancy.

No Residence completed, or materially renovated or altered, on or after March 1, 2009, may be occupied or reoccupied until the Committee has issued a written document approving the Residence for occupancy (a "Certificate of Occupancy"). An Owner or its homebuilder or contractor shall provide written notice (a "Notice of Completion") to the Committee by direct delivery or certified mail promptly following the completion of the initial construction of a Residence, or other improvement constructed on an Owner's Lot. The Notice of Completion shall include a final inspection report issued by a licensed third party inspector approved by the Committee covering such construction, renovation or alteration.

The Committee has the sole discretion and authority to approve and disapprove a requested Certificate of Occupancy, subject to review by the Board upon request by the Committee or the Owner. The Committee may

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[2] The Committee's approval of the project may require inspection reports to be submitted at frequencies directed by the Committee in it's approval. In addition to any required reports at times pre-determined by the Committee, the Owner shall cause a third party inspector to provide construction inspection reports at any additional time requested by the Committee.

request additional information, inspections or reports from the Owner or approved inspector for its evaluation of the requested Certificate of Occupancy. The Owner of such Lot shall have the responsibility to pay for all actual out of pocket costs incurred by the Committee in connection with such inspection and issuance or disapproval of a Certificate of Occupancy.

If approved by the Committee, a Certificate of Occupancy shall be issued and signed by a representative of the Committee. If disapproved by the Committee, the Notice of Completion shall be returned marked "Disapproved" and shall be accompanied by a signed statement of the reasons for disapproval. In no event shall the Committee give verbal approval of any Residence or improvements for occupancy. If the Committee fails to issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days after the date of the Committee's receipt of the Notice of Completion, the Residence or improvements shall be deemed disapproved and may not be occupied until a Certificate of Occupancy is issued by the Committee. Persons submitting a Notice of Completion are strongly encouraged to obtain written confirmation of the Committee's receipt of such Notice of Completion. In the case of a dispute about whether the Committee responded within such time period, the Owner submitting the Notice of Completion shall have the burden of establishing that the Committee received the Notice of Completion. The Committee's receipt of the Notice of Completion may be established by a signed certified mail receipt or by a signed delivery receipt.

The members of the Committee shall have no liability for decisions made by the Committee with respect to a Certificate of Occupancy or otherwise so long as such decisions are made in good faith and are not arbitrary or capricious. Any defects, violations, errors or omissions in the design or construction of the Residence or other improvements shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for any compliance with County codes, state statutes or the common law.

The issuance of a Certificate of Occupancy by the Committee shall not waive any requirements or violations of this Declaration. Any variances approved by the Committee in its sole discretion must be specifically set forth in writing in accordance with Section 7.18 of this Declaration.

If an Owner violates the provisions of this Section 5.2, the Committee may assess a fine for each day that a Residence is occupied prior to the issuance of a Certificate of Occupancy by the Committee. The initial fine shall be $100.00 or any higher amount determined by the Board for each day of occupancy prior to issuance of a Certificate of Occupancy, subject to increases that may be approved by the Board from time to time.

Unfinished Rooms. No rooms or other areas within a Residence may remain unfinished (without appropriate finish out, such as flooring and drywall or other similar wall finishing materials in interior rooms) – all must be reasonably finished out in order for a certificate of occupancy to be

granted. Whether a Residence or any portion thereof is adequately finished out shall be determined in the sole discretion of the Committee.

Section 5.3. Special Restrictions for Elevations and Floor Plans. Any Residence built on a Lot shall meet the following restrictions:

(i) no Residence front elevation shall be repeated on any Residence built on a Lot.

(ii) no Residence floor plan shall be repeated on a Residence built on a Lot in the same cul de sac. A Residence floor plan may be materially modified and used but may not be repeated on the same cul de sac; or

(iii) any Residence floor plan constructed on a Lot fronting on Rollins Drive or Flagler Drive shall be separated by ten (10) Residences with different floor plans.

Section 5.4. Standards. The Committee shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 5.5. Liability of the Committee. The members of the Committee shall have no liability for decisions made by the Committee, and the Committee shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, County codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

Section 5.6. Appointment of Committee. The Committee shall consist of at least two (2) and not more than five (5) members, as designated by Declarant in its sole discretion. Declarant shall have the right from time to time to appoint and/or replace the member(s) of the Committee in Declarant's sole discretion for any reason. Without limiting the generality of the foregoing, Declarant has the right to condition the appointment and continued service of any member of the Committee on the compliance of such member with all provisions of Declaration, the Bylaws, any rules and regulations of the Association, the Board, the MUD, or any applicable regulatory or governmental authority, and any other applicable law, regulation, rule or contractual obligation. The Association shall maintain in its records a current roster of the members of the Committee. If the Committee has four or five members, actions of the Committee require agreement of at least three members. If the Committee has two or three members, actions of the Committee require agreement of at least two members. Pursuant to Section 7.14 below,

after the Declarant rights terminate, the Board shall assume all rights of Declarant under this Section 5.6 including the right to appoint all Committee members. Such Committee members shall serve at the pleasure of the Board.

Section 5.7. Additional Construction Requirements

(a) Dumpsters for new construction. All sites of new home construction on a Lot (including new construction of any outbuildings), until a final certificate of occupancy is issued pursuant to the terms of this Declaration or any other governing document, or any earlier time approved in writing by the Committee, must have on the Lot a construction trash container/dumpster of at least a 30-yard size and no more than 40-yard size. Such dumpster must not be allowed to be over-filled, and all construction trash must be placed in the dumpster and not allowed to accumulate on the Lot.

Additionally, new home construction must include a designated area, either inside the garage or as a separate outside concrete pad that is masonry screened, for the trash receptacles (e.g.,polycart/rollercart.) All trash containers must be stored out of view.

(b) Address markers. Each Lot on which a home is constructed must have a residential address marker meeting the specifications attached as **Exhibit F** hereto.

(c) Temporary silt fencing and other temporary construction fencing. Effective as of the date of this filing, all sites of new home construction on a Lot must have silt fencing installed in all areas required by law. In addition, where silt fencing is not required, other perimeter fencing is required in the form of chain link or other fence barrier approved by the Committee, so that either silt fencing or other approved fencing is installed the full length of both side property lines, commencing at the property line's intersection with the street and extending to a point 50 feet behind the back of the home's footprint, or to the back property line, whichever lesser. Such fencing must be installed prior to the commencement of any new home construction on a Lot and must remain on the Lot throughout the construction process. Before a certificate of occupancy is issued, the above-referenced construction fencing must be removed. For new home construction underway at the time of adoption of this amendment, Lots shall have 30 days from the date of filing of this amendment in the Official Public Records to achieve compliance with this provision.

Section 5.8. Construction of Improvements. Unless otherwise approved in writing by the Committee, construction with respect to any improvements approved by the Committee shall be commenced by the Owner thereof (including homebuilders) within thirty days after such approval, and shall be diligently pursued to final completion. Unless a variance is granted by the Committee, all new home construction must be complete, including certificate of occupancy issued, no later than 15 months after final Committee approval of construction plans. All construction not involving a new home must be complete within any timeframe established by the Committee. The Committee may impose deadlines for completion of such construction as a condition of approval of any plans. Failure to meet a construction deadline imposed by the Committee will result in a fine of $100/day, or any higher amount approved by the board ($100/day is the minimum fine) until completion is achieved. More detailed information regarding architectural control requirements can be found in these documents:

- ACC Approval Review
- ACC Builder Approval Request
- ACC Regulations
- ACC Architectural and Homesite Standards
- ACC Landscape and Irrigation Policy
- ACC Construction Inspection Report
- ACC Request Form
- LCRA Rainwater Model
- Pool Requirements 2009 IRC
- Address Monument Specifications
- Porous Pavements Q & A
- Pavestone Information
- Foundation Pour Policy
- Driveway Culvert Table

Article VI

HOA LOTS

Section 6.1. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the HOA Lots (including the improvements situated thereon, if any), which shall be appurtenant to each Lot and shall pass with title of any Lot, subject to the following provisions:

(a) The Association shall have the right to prescribe rules of the Association and the MUD and regulations from time to time governing and restricting the use of the HOA Lots and the Lots.

(b) The Association shall have the right to suspend the voting rights and right to use the HOA Lots of an Owner for any period during which any Assessment or Initiation Fee against the Owner's Lot remains unpaid and for a reasonable period in response to any infraction of the Association's rules or other governing documents and the MUD and regulations.

(c) The Association shall have the right to take such steps as are reasonably necessary to protect the HOA Lots from foreclosure or forfeiture.

Section 6.2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners of such Owner's Lot and their tenants, invitees and guests.

Section 6.3. Title to HOA Lots. Declarant may retain the legal title to the HOA Lots until such time as in the sole discretion of Declarant the Association is able to maintain the same, at which time Declarant will convey title to the HOA Lots to the Association. Until title to the HOA Lots has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to the HOA Lots granted to the Association in this Declaration, other than the levying and collection of Initiation Fees and Assessments, which only the Association may do.

Section 6.4. Maintenance of HOA Lots Included in Annual Assessment. The Association shall provide maintenance, replacement, repair and care for the HOA Lots, including landscaping and plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section 6.4 shall be services due each Member in consideration of the Assessments levied against the Member's Lot. However, in the event that the need for any such maintenance, replacement or repair, in the judgment of the Board, is caused through the willful or negligent act of a Member or such Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment on such Member's Lot.

Section 6.5. Association Facilities on HOA Lots. At the sole discretion of the Declarant, Association facilities may be installed on any HOA Lot. Such improvements may include, but shall not be limited to the following facilities: Junior Olympic pool, cabanas, community center, playscape, picnic facilities, sport court, tennis court, outdoor pavilion, and nature trails and pathways. No licensed or unlicensed motorized vehicles, including golf carts, shall be allowed to drive or operate on any trails or pathways on the HOA Lots, and such trails and pathways shall be used only for walking, jogging and bicycle traffic.

AArticle VII

GENERAL PROVISIONS

Section 7.1. Easements. Easements for the installation and maintenance of utilities and drainage facilities will be reserved as shown on the Final Plat(s). Easements are reserved across each Lot as necessary for the installation, operation, maintenance and ownership of utilities, both surface and underground, service lines, storm drainage lines or retaining walls from the Lot boundary lines to the Residence on such Lot. By acceptance of a deed or other instrument of conveyance to a Lot, the Owner of such Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of such Lot.

Section 7.2. Recorded Final Plat. All dedications, limitations, restrictions and reservations shown on the Final Plat(s) are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 7.3. Lot Maintenance. Grass, weeds and vegetation on each Lot shall be kept maintained by the Owner of such Lot at regular intervals so as to maintain the Lot in a neat and attractive manner.

Maintenance obligations for fences erected by Declarant or homebuilders on any Lot shall be as set forth in Section 4.11. Otherwise, the Owner of each Lot on which a fence is required to be constructed under this Declaration shall maintain such fence in

good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than eighteen (18) inches upon his Lot.

Upon the failure of any Owner to maintain any Lot or any fence or retaining wall thereon or to otherwise comply with the any term of this Declaration or other governing document of the Association, Declarant and the Association each has the right, at its option, to have the grass, weeds and vegetation cut or the fence or retaining wall repaired or replaced as often as necessary in its sole judgment without the joinder of the other, and/or cause any other violation to be cured on behalf of the Owner, and the Owner of such Lot shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the Owner, shall bear interest from such date of presentation until paid at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate permitted by applicable law. Any Special Assessment owing to the Association for such work shall be secured by a lien on such Owner's Lot as provided in this Declaration. Easements are reserved across all Lots in favor of Declarant and the Association to permit them to exercise their rights provided under this Section 7.3.

Agents of the association shall have authority to carry out self-help action as contemplated by this provision, or levy fines in accordance with any standard fining procedure, without the necessity of further board action.

Section 7.4. Maintenance of Improvements. Each Lot Owner (i) shall maintain the exterior of all buildings and other improvements on his Lot in good condition and repair, (ii) shall replace worn and rotten parts, (iii) shall regularly repaint all painted surfaces, and (iv) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 7.5. Mortgages. It is expressly provided that no provision of this Declaration nor any breach thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the premises or any part thereof encumbered by such mortgage or deed of trust. All provisions of this Declaration shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise after such acquisition of title and as to any breach occurring thereafter.

Section 7.6. Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in full force and effect for a term of fifty (50) years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten (10) years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under Section 7.12(b), which expressly provides for such termination.

Section 7.7. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 7.8. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of each and every person or entity acquiring any part of the Property, it being understood that except as and to the extend otherwise specifically provided herein, such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property. Each of the conditions, covenants, restrictions and agreements herein contained is binding upon each and every person or entity acquiring any interest in the Property or using or entering upon any part of the Property, including without limitation Owners and their homebuilders, contractors, subcontractors, investors, agents, lessees, invitees, and assigns. This instrument, when executed, shall be filed of record in the appropriate records of the County so that each and every Owner, purchaser, and user of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 7.9. Enforcement. Declarant, the MUD, the Association, the County and the Owner of any Lot on the Property shall have the right to have each and all of the foregoing covenants, conditions and restrictions herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the intention hereby to attach to each Lot, without specific reference when it is conveyed, the right to have such covenants, conditions and restrictions strictly complied with, such right to exist with the Owner of each Lot and to apply to all other Lots whether owned by the Declarant, its successors and assigns, or others. Failure by any Owner, Declarant, the MUD, the Association, or the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.10. Other Authorities. If other authorities, such as the County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 7.11. Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot or to the last mailing address for the Owner according to Association records. Any notice or plan submission to the Committee shall be made to the address set forth below. The Committee may change its address for notice and plan submission by recording in the Real Property Records of Travis County a notice of change of address.

Section 7.12. Amendment. This Declaration may be amended only as follows:

i) Until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.14 hereof, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any party other than Declarant's mortgagee, to amend this Declaration by an instrument in writing duly signed by Declarant, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

ii) At any time, the Owners of the legal title to sixty-seven percent (67%) of the Lots (as shown by the Official Public Records of Travis County, Texas) may vote to amend the covenants, conditions and restrictions set forth herein except that until the Development Period terminates pursuant to Section 7.14 hereof, no such amendment shall be valid or effective without the joinder of Declarant and Declarant's mortgagee (if any).

iii) In the event that Declarant's interest in the Property and/or the Lots becomes vested in another person or entity by virtue of a foreclosure or conveyance in lieu of foreclosure by a mortgagee or a secured party of Declarant, then all of the rights of Declarant under this Declaration, including but not limited to Declarant's right to amend this Declaration as provide in this Section 7.12 and in Section 7.14 hereof, shall belong to and may be exercised by such mortgagee or secured party.

Section 7.13. Annexation. Any additional single-family residential portion of the Property which has been platted as Lots, and any additional HOA Lots properly constituting a portion of the Property, may be annexed to the property covered by this Declaration by Declarant and the then-owner of such portion of the Property, as applicable, without the approval or consent of the Association or its Members, at any time prior to the date the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 7.14 hereof. Any such annexation shall specifically describe and identify which portions of the annexed property are Lots and which portions are HOA Lots/Common Areas. Any annexation to this Declaration other than by Declarant shall comply with the requirements to amend this Declaration as set forth in Section 7.12 hereof. Any annexation authorized by this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the annexed property which shall extend the provisions of this Declaration to such property, provided that such Supplementary Declaration may include additional provisions or amend the provisions of this Declaration as necessary or appropriate to extend the general plan and scheme of development as evidenced by this Declaration to the annexed property.

Section 7.14. Rights of Declarant. All rights and authority granted to Declarant hereunder shall continue until the termination of the Development Period, as set forth in Section 1.19 hereof. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Board, acting on behalf of the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity by written assignment duly recorded in the Official Public Records of Travis County, Texas, a copy of which shall be delivered to the Board, Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

Section 7.15. No Warranty of Enforceability. While Declarant has no reason to believe any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty as to the present or future validity or enforceability of any provision hereof. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring the Lot agrees to hold Declarant, the MUD, the Association, the Board and the Committee harmless therefrom. Declarant, the MUD, the Association, the Board and the Committee shall not be responsible for the acts or omissions of any individual, entity or other Owner.

Section 7.16. Right of Enforcement. The failure of Declarant or the Association to enforce any provision of this Declaration shall in no event subject Declarant or the Association to any claims, liability, costs or expense, it being the express intent of this Declaration to provide Declarant and the Association with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Subdivision.

Section 7.17. Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) feet in width over each adjoining Lot and HOA Lot for the purpose of accommodating any encroachment or protrusion due to engineering errors, errors in original construction, surveying errors, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of any such encroachment, protrusion, settling or shifting; however, in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurring due to willful misconduct of such Owner or Owners.

In addition, the Owner of each Lot is hereby granted an easement for minor encroachments not to exceed three (3) feet in width for overhanging roofs and eaves constructed over each adjoining Lot and HOA Lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration, shall be appurtenant to each affected Lot, and shall pass with each conveyance of said Lot.

Section 7.18. Variance Provision. Declarant, Board or the Committee shall have the right, but not the obligation, in its discretion to review and approve or disapprove variances to this Declaration, based on detailed documentation provided to Declarant, Board or the Committee.

Section 7.19. Final Plat and Notes. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each Final Plat.

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

1. Phase I: Belvedere Phase I, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 200600055, Official Public Records of Travis County, Texas.

2. Phase II: Belvedere Phase II, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 200700054, Official Public Records of Travis County, Texas.

3. Phase IIA: Belvedere Phase IIA, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 200700035, Official Public Records of Travis County, Texas.

4. Phase III: Belvedere Phase III, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 200800113, Official Public Records of Travis County, Texas.

5. Phase IV: Belvedere Phase IV, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 200800252, Official Public Records of Travis County, Texas.

6. Phase V: Belvedere Phase V, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 201000023, Official Public Records of Travis County, Texas.

7. Phase VI: Belvedere Phase VI, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 201300082, Official Public Records of Travis County, Texas.

8. Phase VIIA: Belvedere Phase VIIA, a subdivision in Travis County, Texas, as set forth in plat recorded in Document No. 201300224, Official Public Records of Travis County, Texas.

9. Phase VIIB: Belvedere Phase VIIB as further described in the Declaration filed of record in Document no 2014106786 of the Official Public Records of Travis County, Texas. See also plat filed of record as document no. 201400168.

All as subsequently amended from time to time.

The Property comprises approximately 443.695 acres of land in Travis County, Texas, as more fully described in deed recorded in Document 2005055954, Official Public Records of Travis County, Texas.

EXHIBIT "B"

WATER CONSERVATION MEASURES
Mandatory Requirements

A. Landscape irrigation systems shall not be mandatory.

B. Landscape irrigation systems, if installed, will be required to include the following water conservation features:

1. Rain and/or moisture sensors.
2. Backflow prevention device installed in accordance with applicable state laws.
3. Pressure reducing valve and/or remote control valves for each station with flow control.
4. Pressure reducing valve, for which pressure reducing valve installed in-line at the meter and serving house as well as irrigation system, is acceptable.
5. Zoning of irrigation system based on plant water requirements.
6. Multiple cycle controllers with an irrigation water budget feature.
7. Minimization of overspray onto hardscapes by design, maintenance and scheduling practices. Due to overspray, subsurface drip irrigation is encouraged but not required.

C. Contractors installing irrigation systems must provide system design plans to the homeowner.

D. Spray irrigation (which must utilize MP rotator heads only) for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000 sq foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.

E. All irrigated and newly planted turf areas will have a minimum soil depth of 4 to 6 inches. Homebuilders and owners will import soil if needed to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

F. Homebuilders must provide homeowners a landscape option using only trees, shrubs and flowers selected from a native and adapted plant list approved by LCRA or Travis County.

G. Landscape companies providing maintenance on all common areas and individual landscapes must only use integrated pest management (IPM) to minimize exposure of storm water runoff to chemicals (fertilizers, herbicides and pesticides). IPM prohibits routine and "preventive" broadcast application of broad-spectrum chemical pesticides in the absence of evidence of active pests. IPM techniques include the following:

1. Accurately identify pest or disease problem before considering treatment;

2. Explore cultural or mechanical controls (i.e. modification of irrigation, pruning, etc);

3. Look for biological control options (i.e. predatory insects for pest control, Bt for caterpillar control, etc.);

4. Consider chemical control only if other options fail;

5. Utilize least-toxic and targeted chemical controls;

6. Baits are preferable to broad-spectrum chemical application;

7. Follow instructions on chemical labels exactly; and,

8. Perform periodic monitoring for early detection of potential problems.

H. Landscape companies providing maintenance on all common areas and individual landscapes must only use the following fertilizer practices:

1. Fertilization of turf areas shall not be required;

2. In turf areas that are to be fertilized, natural or certified organic fertilizers with less than 4% phosphorus shall be used; and,

3. Fertilizer shall be applied at a rate of ½ pound of nitrogen per 1000 square feet, not to exceed a total of one pound of nitrogen per 1000 square feet per year.

I. Homebuilders or property managers must present IPM plans and fertilizer practices that meet the deed restriction requirements to home buyers at the time of closing.

J. As passed by HB 645 in the 2003 Texas Legislative session, the homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not restrict the property owner from:

1. implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;
2. installing rain barrels or a rainwater harvesting system; or
3. implementing efficient irrigation systems, including underground drip or other drip systems.

K. The homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not require:

1. a defined irrigation schedule specified by the association except if that defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use.
2. maintenance of the landscape to a specified level that requires the property owner to irrigate his or her landscape.
3. installation or maintenance of any specific variety or limited choice of varieties of turf grass.
4. the homeowner to install a minimum percentage of turf in the landscape.

EXHIBIT "C"

WATER CONSERVATION MEASURES
Suggested Guidelines

Homebuilders and Owners areencouraged toadopt the following where economically feasible and allowed by federal, state and local law and regulations:

1. No more than fifty (50) percent of the landscape should be planted in turf. Homebuilders and Owners are encouraged to use St. Augustine turf only in shaded areas. Homebuilders and Owners will reuse native soils whenever possible.
2. Shrubs and flowers should be selected from native and adapted plant list approved by the LCRA or Travis County. The use of invasive plants will be avoided.
3. Include rainwater storage and gutters sized appropriately to catch rainwater from the rooftop.
4. Galvanized metal roofs are encouraged to encourage rainwater storage.
5. Include low water use appliances. This includes not only toilets and showerheads, but also dishwashers and clothes washers.
6. Incorporate treated effluent/rainwater/storm water systems to meet certain irrigation water needs, including common areas.
7. Maintain a minimum of two inches of mulch in all shrub and bed areas.

EXHIBIT "D"

Appendix 4. Interim Water Quality Protection Measures

U.S. Fish and Wildlife Service
Recommendations for Protection of
Water Quality of the Edwards Aquifer

September 1, 2000

These recommendations were produced with the intent of identifying measures that would achieve an objective of "non-degradation" of water quality for projects within the Edwards Aquifer. While true "non-degradation" is not technically possible today, these recommendations strive to maintain current water quality. Anyone implementing projects following these recommendations is encouraged to go beyond water quality maintenance and demonstrate ways that the project can achieve improved water quality.

These recommendations to protect water quality are current as of the date listed above and will change as new information becomes available. They are not rules of the Association and the MUD, regulations, laws or requirements. These recommendations were formulated by reviewing existing scientific information, existing rules of the Association and the MUD and regulations, and by working closely with water quality engineers and biologists. These recommendations pertain to the protection of water quality for Federally listed endangered and threatened species. These measures do not address other possible impacts to Federally listed endangered or threatened species.

It is recognized that strict adherence to any general set of development recommendations may be problematic at the project level. Problems that arise are usually very site-specific and should be dealt with on a case-by-case basis. Variations from these recommendations could be used and still achieve the "non-degradation" objective. In cases where flexibility is appropriate, variations should be designed to achieve the "non-degradation" objective.

1. **Buffer Zones.**

Buffer zones (undisturbed natural areas) should be established for the stream drainage system and for sensitive environmental features within the Edwards Aquifer watersheds.

A. Buffer zones should remain free of construction, development, or other alterations. The number of roadways crossing through the buffer zones should be minimized and constructed only when necessary to safely access property that cannot otherwise be accessed. Other alterations within buffer zones could include utility crossings, but only when necessary, fences, low impact parks, and open space. Low impact park development within the buffer zone should be limited to trails, picnic facilities, and similar construction that does not significantly alter the existing vegetation. Parking lots and roads are not considered low impact. Neither golf course development nor wastewater effluent irrigation should take place in the

buffer zone. Stormwater from development should be dispersed into overland flow patterns before reaching the buffer zones.

B. Each stream should have an undisturbed native vegetation buffer on each side as follows:

Streams draining 640 acres (one square mile) or greater should have a minimum buffer of 300 feet from the centerline on each side of the stream.

Streams draining less than 640 acres but 320 or more acres should have a minimum buffer of 200 feet from the centerline on each side of the stream.

Streams draining less than 320 acres but 128 or more acres should have a minimum buffer of 100 feet from the centerline on each side of the stream.

Streams or swales draining less than 128 acres but 40 or more acres should have a minimum buffer of 50 feet from the centerline on each side of the drainage.

Streams or swales draining less than 40 acres but *5* or more acres should have a minimum buffer of 25 feet from the centerline on each side of the drainage.

C. Sensitive environmental features should have a minimum buffer of 150 feet around the feature (radius). If the drainage to a feature is greater than 150 feet in length, then the minimum buffer should be expanded to a minimum of 300 feet for the area draining into the feature. Sensitive environmental features include: caves, sinkholes, faults with solution-enlarged openings, fracture zones with solution-enlarged openings, springs, seeps, or any area that holds water or supports mesic vegetation for sustained periods. Possible sensitive features and sensitive features as defined by the "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones", TNRCC document 0586 (Rev. 6/1/99) should have these buffers established.

2. **Low-impact development designs.**

Low-impact development design is defined not only by impervious cover, but also by a philosophy of development planning, engineering design and construction, and tenant occupation that reduces the impact upon the surrounding environment. The goal of low-impact development design is to produce a product with the least effect upon the natural
biota and the hydrologic regime of the site. A source of guidance for such design may be obtained from Low-Impact Development Design Manual (hereafter LIDDM), Department of Environmental Resources, Prince George's County, Maryland, November 1997. Site specifics will affect the applicability of the measures to the Central Texas area.

Recharge zone development should be limited to no more than 15% impervious cover in the uplands zone. Contributing zone development should be limited to no more than 20% impervious cover in the uplands zone. The uplands zone includes all land not

within a buffer zone and not within golf course turf areas subject to fertilizer, pesticide and herbicide applications. Buffer zones and golf course turf areas should not to be included in impervious cover calculations.

Preservation of large, undisturbed upland areas through the use of innovative site design techniques that, for example, cluster development is encouraged. Cluster development should also incorporate design principles that: reduce roadway widths; reduce residential street lengths using alternate street layouts that increase the number of homes per unit length; reduce residential street right-of-way widths; minimize the use of residential street cul-de-sacs using alternative turnaround designs; use vegetated channels instead of curb and gutters; and use subdivision designs that incorporate, where appropriate, narrower lot frontages. Additional recommendations for low impact designs include the use of non-toxic building materials, water conservation, rainwater harvesting, wastewater recycling, and xeriscaping.

3. **Provisions for increased development intensity.**

Onsite development intensity may be increased if additional land, conservation easement, or development rights are acquired offsite. Offsite land should be located in the same watershed and aquifer zone as the development. Offsite land being used to offset higher development on a project should not include areas that would be part of a buffer system under these recommendations.

In the recharge zone, development should not exceed a maximum of 30% on-site impervious cover of the upland zone (developed site) when sufficient offsite land is provided. Such offsite land should be maintained in an undeveloped condition (25 acre tracts or larger) in perpetuity such that the effective impervious cover (developed land plus offsite land) does not exceed 10% impervious cover. In the contributing zone, development should not exceed 35% on-site impervious cover of the upland zone when sufficient offsite land is provided. Such offsite land should be maintained in an undeveloped condition in perpetuity such that the effective impervious cover of the combined tracts does not exceed 15%. Golf course areas receiving fertilizer, pesticide, and herbicide applications should be excluded from the uplands area calculation and should not be use to calculate allowable impervious cover. The offsite acreage may be reduced when more sensitive land can be preserved; however, this consideration should be made on a case-by-case basis.

Offsite land should be in a low impervious cover condition (2 percent or less) in perpetuity.
Conservation easements or deed restrictions should be used to ensure permanent protection.
Offsite lands should also have provisions made for appropriate long term management, which could include a property owner, home-owners association, river authority, municipality, county or land trust. Offsite land should be in large contiguous areas and used to augment existing conservation efforts, to the greatest extent practical.

4. **Stormwater quality treatment.**

The stormwater management goal should be to prevent degradation of the aquifer and

surface water by meeting specific non-degradation performance objectives. Satisfying the non- degradation goal should be demonstrated by meeting the following two objectives:

The development should not result in an increase in annual average stormwater pollutant loads over pre-development conditions for discharges from the site.

The development should preserve the current form and function of the drainage network/stream system. This may be achieved by either non-structural or structural means, depending upon the nature of the development.

The use of vegetative practices is encouraged to meet the goals of non-degradation and erosion control. Key to the success of vegetative practices is providing a low impact development design incorporating elements that more closely mimic the existing hydrologic setting. Developments or portions of developments at 10% impervious cover or lower should be able to achieve such designs.

Non-structural approaches are encouraged whenever feasible in order to avoid concentrating runoff patterns. Relying primarily on vegetative and other non-structural approaches increases the likelihood of long-term water quality protection as well as minimizing future maintenance responsibilities. Developments or portions of a development with impervious cover greater than 10% are encouraged to rely on such practices to achieve non-degradation, though it is understood that permanent, structural best management practices should be employed in many instances. When non-structural controls are used to achieve non-degradation, then it should be demonstrated for streambank erosion that the pre-development levels of stream flow are maintained for streams draining at least 40 acres.

If the site to be developed lies within a contributing area of less than 40 acres, or if there is no defined channel at the outlet, then pre-development levels of flow should be maintained for the point(s) of the greatest drainage area within the development. When structural controls are used, capturing the runoff from the 1-year, 3-hour storm event, and releasing it over a 24-hour or greater period should accomplish stream channel erosion protection.

5. **Construction-related erosion and sedimentation controls.**

Development should incorporate an erosion control plan in accordance with the temporary best management practices of the Nonpoint Source Pollution Control Technical Manual and/or the Technical Guidance Manual on Best Management Practices (June 1999,TNRCC, RG-348). Temporary erosion and sedimentation control plans should also be applied to individual lots as they are developed through appropriate mechanisms.

6. **Maintenance plans.**

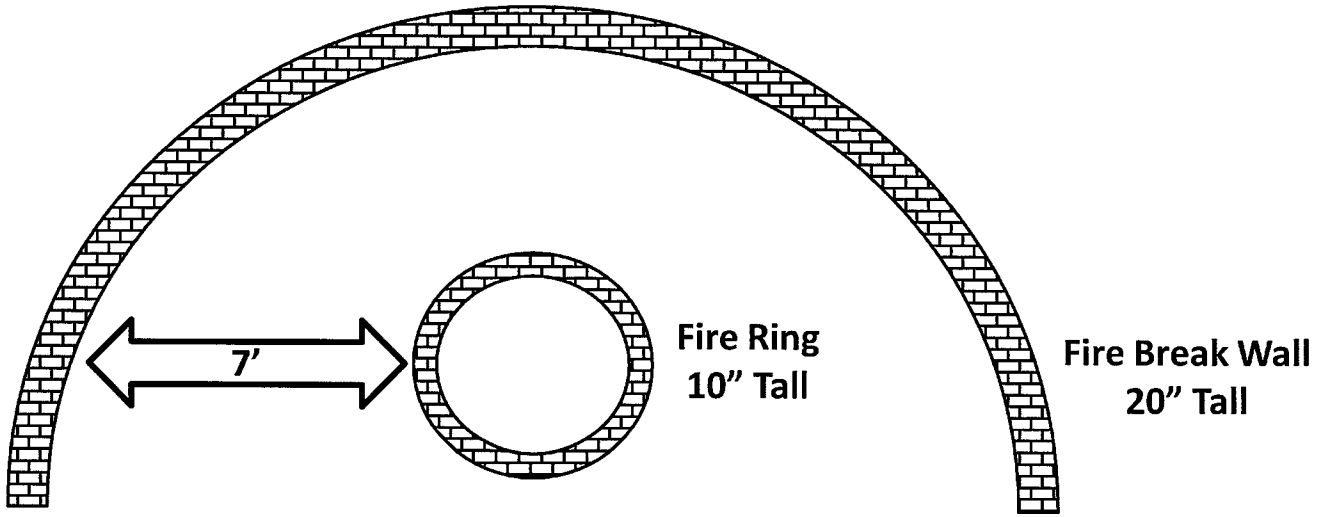
Plans for maintenance of structural water quality and erosion controls should be prepared and implemented in accordance with the Nonpoint Source Pollution Control Technical Manual and/or the Technical Guidance Manual on Best Management

Practices (June 1999, TNRCC, RG-348). Documentation should be provided that ensures that sufficient annual funding exists to properly maintain stormwater treatment facilities.

7. **Environmental education.**

An educational program should be implemented to inform the public about the sensitivity of the aquifer and their potential impacts on water quality. The developer or owner of the
project should include within the development plans an environmental educational program for residential, industrial, and/or commercial developments. Topics may include information about endangered aquatic species, karst geology, best management practices, buffer zone maintenance, fertilizer application, pesticide use, organic gardening, and disposal of hazardous household chemicals.

Materials used should be obtained from the Fish and Wildlife Service, TNRCC, American Water Works Association, National Ground Water Association, Water Environment Federation, or from another appropriate sources. Development of kiosks, displays, video, and/or other media to present material covering a variety of non-point source pollution control topics should be encouraged. Alternative educational efforts, such as site-specific recharge feature displays and educational nature trails should also be encouraged. Similarly, all developments should include an integrated pest management plan to minimize exposure of stormwater runoff to chemicals (fertilizers, herbicides and pesticides).



Ex. E

Exhibit F

BELVEDERE

Architectural Control Committee

Specifications for Address Monuments

The protocol for address markers includes the following:

•Contact the Belvedere Amenity Center attn.: Kim Bigley at 512-347-2898 to confirm the address plate numbers for your homesite are available, or if they need to be ordered. The address plates may be secured from the Amenity Center after payment of the Performance Deposit and prior to monument installation.

The construction and materials specifications are as follows and must be included on drawings submitted to the ACC.

Material: The material of the monument address marker must be the same material as the exterior of the home. For example for a stone home the address marker must be comprised of the same stone.

Monument Construction Requirements:

•Each monument shall have a 6" deep footing 12" wide and 18" long.

•Masonry should extend to ends of footing 12"wide and 18"long and 24" high.

•Address plate shall be recessed approx 8" from top centered on both of the 18" long sides.

•Address plates to be liquid nailed in place at recess on both sides of monument.

Standard placement of Structure:

•Perpendicular to street 10 feet from street & 10 feet from driveway.

•Placement may be on either side of driveway to maximize visibility.

•For sites where 10 feet from street is within a ditch, Owner shall make best judgment of visibility for emergency vehicles.

•Monument must be installed prior to issuance of Certificate of Occupancy.

EXHIBIT "G"

WATER CONSERVATION MEASURES
Mandatory Requirements

A. Landscape irrigation systems shall not be mandatory.

B. Landscape irrigation systems, if installed, will be required to include the following water conservation features:

1. Rain and/or moisture sensors.
2. Backflow prevention device installed in accordance with applicable state laws.
3. Pressure reducing valve and/or remote control valves for each station with flow control.
4. Pressure reducing valve, for which pressure reducing valve installed in-line at the meter and serving house as well as irrigation system, is acceptable.
5. Zoning of irrigation system based on plant water requirements.
6. Multiple cycle controllers with an irrigation water budget feature.
7. Minimization of overspray onto hardscapes by design, maintenance and scheduling practices. Due to overspray, subsurface drip irrigation is encouraged but not required.

C. Contractors installing irrigation systems must provide system design plans to the homeowner.

D. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000 sq foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.

E. All irrigated and newly planted turf areas will have a minimum soil depth of 4 to 6 inches. Homebuilders and owners will import soil if needed to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.

F. Homebuilders must provide homeowners a landscape option using only trees, shrubs and flowers selected from a native and adapted plant list approved by LCRA or Travis County.

G. Landscape companies providing maintenance on all common areas and individual landscapes must only use integrated pest management (IPM) to minimize exposure of storm water runoff to chemicals (fertilizers, herbicides and pesticides). IPM prohibits routine and "preventive" broadcast application of broad-spectrum chemical pesticides in the absence of evidence of active pests. IPM techniques include the following:

1. Accurately identify pest or disease problem before considering treatment;

2. Explore cultural or mechanical controls (i.e. modification of irrigation, pruning, etc);

3. Look for biological control options (i.e. predatory insects for pest control, Bt for caterpillar control, etc.);

4. Consider chemical control only if other options fail;

5. Utilize least-toxic and targeted chemical controls;

6. Baits are preferable to broad-spectrum chemical application;

7. Follow instructions on chemical labels exactly; and,

8. Perform periodic monitoring for early detection of potential problems.

H. Landscape companies providing maintenance on all common areas and individual landscapes must only use the following fertilizer practices:

1. Fertilization of turf areas shall not be required;

2. In turf areas that are to be fertilized, natural or certified organic fertilizers with less than 4% phosphorus shall be used; and,

3. Fertilizer shall be applied at a rate of ½ pound of nitrogen per 1000 square feet, not to exceed a total of one pound of nitrogen per 1000 square feet per year.

I. Homebuilders or property managers must present IPM plans and fertilizer practices that meet the deed restriction requirements to home buyers at the time of closing.

J. As passed by HB 645 in the 2003 Texas Legislative session, the homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not restrict the property owner from:

1. implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;
2. installing rain barrels or a rainwater harvesting system; or
3. implementing efficient irrigation systems, including underground drip or other drip systems.

K. The homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not require:

1. a defined irrigation schedule specified by the association except if that defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use.
2. maintenance of the landscape to a specified level that requires the property owner to irrigate his or her landscape.
3. installation or maintenance of any specific variety or limited choice of varieties of turf grass.
4. the homeowner to install a minimum percentage of turf in the landscape.

After recording return to
Niemann & Heyer LLP
1122 Colorado Suite 313
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
March 11 2016 10:40 AM
FEE: $ 262.00 **2016036296**