

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON GIN ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON GIN ESTATES (“*Declaration*”) is made by BCG Uhland, LP, a Texas limited partnership (“*Declarant*”), as the owner of that certain 273.944 acres of real property more particularly described by Exhibit “A” which is attached hereto and made a part hereof (the “*Property*”).

Declarant hereby declares that the Property will be owned, developed and conveyed subject to the following regulations, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Property, and which will run with the Property and will be binding on all parties having any right, title or interest in the Property and their heirs, successors and assigns.

I.

DEFINITIONS

- I.1. “*Architectural Committee*” shall mean the committee created pursuant to Article V of this Declaration and having the authority and responsibility delegated to it by this Declaration.
- I.2. “*Association*” shall mean Cotton Gin Estates Property Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns.
- I.3. “*Board*” shall mean the board of directors of the Association. Members of the Board shall not be entitled to receive any salary or other compensation for serving on the Board, except only for reimbursement of reasonable and necessary expenses actually incurred without overhead or mark-up.
- I.4. “*Bylaws*” shall mean the Bylaws of the Association which are adopted by the Board, as the same may be from time to time amended.
- I.5. “*Certificate*” shall mean the Certificate of Formation of the Association which has been filed in the office of the Secretary of State of Texas, as the same may be from time to time amended.
- I.6. “*Common Area*” may mean and include all access easements, drainage easements, water quality easements, landscaping easements, utility easements, or private park and recreational easements dedicated on a subdivision plat of any part of the Property, or referenced on any such plat, or established by separate recorded instrument; together with all Improvements of whatever kind and for whatever purpose which may be located in such areas, including, without limitation, driveways, sidewalks, parking areas, storm water detention ponds and/or water quality ponds, common entryway Improvements, entryway signs and associated landscaping, irrigation systems for Common Area landscaping, lighting systems associated with the Common Areas, greenspace, parkland,

playground or recreational areas and facilities, and any other areas or Improvements for which the Association has duly accepted responsibility for ownership and/or operation and/or maintenance and which are intended for or devoted to the common use, enjoyment or recreation of multiple Owners; **provided**, all of the foregoing is subject to the determination of the Declarant in its sole discretion as to which of the described items shall be deemed Common Areas or common Improvements for Association ownership and/or operation and/or maintenance, and the term Common Area(s) as used in the remainder of this Declaration shall refer to those things which have been so determined. The Declarant shall notify the Association of its determinations in writing, which determinations shall be kept in the records of the Association, and the Association shall be bound to accept such responsibilities as the Declarant shall determine in this regard, including without limitation the acceptance of any conveyance of land owned by the Declarant to the Association.

- I.7. “*Declarant*” shall mean and refer to BCG Uhland, LP, a Texas limited partnership, and its duly authorized representatives, or its successors and assigns; provided that any assignment of its rights as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without an express written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.
- I.8. “*Declarant Control Period*” shall mean and refer to a period beginning on the date of recordation of this Declaration in the Official Public Records of Hays County, Texas, and ending on the earlier of:
- (a) the date on which one hundred percent (100%) of the Property has been conveyed or dedicated to Persons other than the Declarant; or
 - (b) December 31, 2036.

Provided, the conveyance of Property from the Declarant to another Person to whom the rights of the Declarant are also assigned shall not result in Declarant Control Period ending, notwithstanding the fact that such conveyance may cause the conveyances and dedications from the original Declarant to equal 100% of the Property.

- I.9. “*Declaration*” shall mean this instrument, as the same may be from time to time amended.
- I.10. “*Improvement*” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, manufactured homes, modular homed, industrialized buildings, parking areas, drives, garages, loading docks, storage buildings, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, satellite dishes, and all facilities used in connection with water, sewer, on-site sewage disposal, gas, electric, telephone, television, or other utilities.

- I.11. “*Lot*” shall mean and refer to any platted lot shown on a recorded subdivision plat of any part of the Property.
- I.12. “*Member*” shall mean any Person who is a member of the Association.
- I.13. “*Owner*” shall mean and refer to a Person, including Declarant, which is owner of an interest in a Lot or other portion of the Property, but shall not include Persons which hold an interest in a Lot or other portion of the Property merely as security for the performance of an obligation.
- I.14. “*Person*” shall include a natural person or any type of legal entity.

II.

PROPERTY RIGHTS

- II.1. Easement of Enjoyment. Each Owner will have a right and easement of use and enjoyment in and to the Common Area which will be appurtenant to and pass with the title to the part of the Property owned by that Owner, but subject to the rights of Declarant and the Association.
- II.2. Delegation of Use. Each Owner may delegate the Owner’s right of use and enjoyment in and to the Common Area to the Owner’s tenants, employees, customers, guests, invitees, agents and contractors.
- II.3. Maintenance Easements. Declarant hereby establishes, and each Owner shall have, a non-exclusive easement to, from and on all parts of the Property on which water quality and/or detention ponds are located, as may be reasonably necessary for the maintenance of any such pond or conveyance to such pond, when the Person(s) who are required by this Declaration or by law or any other agreement to maintain any such pond or conveyance fail(s) or refuse(s) to do so and the failure or refusal to do so causes material detriment to the use of common Improvements or the use of another Person’s land.
- 2.04. Temporary Construction Easements. Every Owner which may perform any construction work on its land shall have such temporary construction easements over the land of other Owners as may be reasonably necessary to perform such construction work. The temporary construction easements shall be for the amount of time reasonably necessary and shall be limited to 10 feet on each side of the area in which the subject construction is actually being performed, unless otherwise further agreed in writing. An Owner (or its assignee exercising such easement rights) shall repair any landscaping, pavement or other Improvements damaged by the exercise by its easement rights and shall **indemnify and hold harmless** the Owner over whose land the easement rights were exercised from any damage or cost resulting from the exercise of such easement rights.
- 2.05. Ratification by Purchasers. Each purchaser out of the Property, by acceptance of the conveyance, agrees for itself and for its heirs, successors and assigns to be bound by the easements established by this Article II and ratifies the same.

2.06. Non-Merger. The provisions of this Article II shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, may at some times be vested in one person or entity.

III.

THE ASSOCIATION

III.1. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in the Certificate, the Bylaws or this Declaration. Neither the Certificate nor the Bylaws shall for any reason be amended or interpreted so as to be inconsistent with this Declaration.

III.2. Membership. Each Owner will be a member of the Association. Membership will be appurtenant to and may not be separated from the Owner's title to the portion of the Property it owns.

III.3. Voting Rights.

(a) Classes of Voting Membership. The Association will have two classes of voting membership:

(1) Class A. Class A Members will be all Owners of the Property, except the Declarant.

(2) Class B. The Class B Member will be Declarant. The Class B membership will cease to exist at 12:00 midnight on the last day of the Declarant Control Period.

(b) Vote Tabulation.

(1) During Declarant Control Period. During the Declarant Control Period, Class A Members shall be entitled to one (1) vote for each acre of land owned within the Property, and the Class B Member will be entitled to three (3) votes for each acre of land owned within the Property.

(2) After Declarant Control Period. After the Declarant Control Period, each Class A Member shall be entitled to one (1) vote for each acre of land owned within the Property.

(3) Relation to Acreage Owned. The tabulation of votes shall be based on the number of acres in the Property owned as private property, not including any land owned by the Association in fee simple, or any street right-of-way dedicated to the public, or any parkland dedicated to the public, or any other land owned in fee simple for public purposes such as a public school site, fire station or police station. If an Owner owns more or less than one (1) acre of land, its vote shall be proportionate thereto. By way of example, if a Class A Member is the Owner of 0.5 acre of land it shall be entitled to 0.5 of a vote, or if Class A Member is the Owner of 1.5 acres of land it shall be entitled to 1.5

votes. The total number of votes shall equal the number of acres in the Property owned as private property, but adjusted during the Declarant Control Period to account for the fact that the Class B Member will be entitled to three (3) votes for each acre of land owned within the Property.

(c) Joint or Common Ownership. Any Property interest entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one Person, shall require that the Owner(s) thereof designate, in writing, the one Person which shall be entitled to cast such vote(s) and no other Person shall be authorized to vote on behalf of such jointly or commonly held Property interest. A copy of such written designation shall be filed with the Secretary of the Association before any such vote(s) may be cast, and upon the failure of the Owner(s) thereof to file such designation, such vote(s) shall neither be cast nor counted for any purpose whatsoever.

(d) Proxy Voting. Any Owner, including Declarant, may give a revocable written proxy to any Person, authorizing such Person to cast the Owner's votes on any matter. No such proxy shall be valid for a period of greater than six (6) months, and shall not be valid unless filed with the Secretary of the Association.

III.4. Meetings. There shall be an annual meeting of the Members of the Association at such reasonable place and time, in Hays County, Texas, as may be designated by the Board in accordance with the Bylaws. Written notice of the meeting shall be given not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting, to all Members. All notices of meeting shall be addressed to each Member as its address appears in the records of the Association. Notice of the meeting shall be deemed given when delivered in accordance with Section 8.11 below.

(a) Quorum. The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time set for the original meeting, and shall give at least three (3) days written notice of the new time and place for such adjourned meeting to all Members in accordance with Section 8.11 below. At such new time and place of the adjourned meeting, the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such meeting.

(b) Presiding Officer. The President, or in his absence the Vice President, or in his absence the Secretary/Treasurer, or in his absence any member of the Board, regardless of whether such Board member is an officer, shall call the meeting of Members to order and act as chairman of such meeting. In the absence of all of the above, any Member entitled to vote or any proxy of any such Member may call the meeting to order and a chairman of the meeting shall be elected.

(c) Vote Necessary. Except as expressly provided otherwise in this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total eligible votes present at such meeting, in person or by proxy. Cumulative voting is prohibited.

(d) Bylaws. The Board shall adopt Bylaws and such other rules and regulations as it deems appropriate to govern the Association and its procedures, including but not limited to the procedures for calling special meetings. Provided, however, if a conflict exists between the Bylaws or any amendment thereto, or such rules, and this Declaration, the provisions of this Declaration shall control.

III.5. Duties of the Association. Subject to and in accordance with this Declaration, the Certificate and the Bylaws, the Association acting through the Board shall have and perform each of the following duties, as necessary:

(a) Operation and Control of Common Area. The Association shall operate and control all Common Area, together with all Improvements of whatever kind and for whatever purpose which may be located in the Common Area, unless otherwise expressly provided by the terms of this Declaration, including without limitation certain provisions of Section 1.06. The Association shall have such easements and rights of entry across the Property as reasonably necessary for these purposes. The Association, or the Declarant during the Declarant Control Period, may grant a license to a particular Owner or other Person to operate certain Common Areas or Improvements therein.

(b) Repair and Maintenance of Common Area. The Association shall maintain the Common Area in good repair and condition, unless otherwise expressly provided by the terms of this Declaration, including without limitation certain provisions of Section 1.06. The Association shall have such easements and rights of entry across the Property as reasonably necessary for these purposes. The Association, or the Declarant during the Declarant Control Period, may grant a license to a particular Owner or other Person to maintain certain Common Areas or Improvements therein.

(c) Acceptance of Land Conveyed by Declarant. The Association shall accept the conveyance to the Association of any part of the Property owned by the Declarant.

(d) Property Taxes. The Association shall pay all property taxes and other assessments levied upon the Common Area, to the extent that any Common Area is established as a separate tax parcel which is not included within a part of the Property owned by an Owner. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments; provided that the Association shall first pay or bond any such disputed amounts to the extent required to prevent foreclosure or other materially adverse consequence which may arise from such contest.

(e) Charges for Utilities and Services. The Association shall pay all reasonable charges for utilities, maintenance, repair, landscaping, gardening, garbage removal, security and other services used in connection with the operation and maintenance of the Common Area.

(f) Collection of Assessments. The Association shall levy and collect assessments to provide for the operation, maintenance, repair, replacement, preservation, and protection of the Common Area, and as otherwise necessary for the performance of the functions of the Association, in accordance with Article IV of this Declaration. No assessments or special assessments shall be levied or collected for the initial construction of any Improvements located within the Common Area.

(g) Insurance. The Association shall obtain and maintain in effect, policies of insurance (including, without limitation, public liability and casualty insurance), adequate, in the opinion of the Board, in kind and amount to carry out the functions of the Association, including without limitation the operation and maintenance of the Common Areas.

(h) Architectural Committee. After the expiration of the Declarant Control Period, the Board of the Association shall appoint and remove members of the Architectural Committee pursuant to Article V of this Declaration.

(i) Enforcement. The Association shall enforce this Declaration on its own behalf and on behalf of all Owners. The Board shall be authorized to initiate litigation, settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration. Provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors and assigns, as a direct result of Declarant's activities in installing, constructing or maintaining any driveways, parking areas, utilities, drainage facilities or other Common Area Improvements, unless such suit arises in connection with the gross negligence or willful misconduct of Declarant, its successors or assigns.

(j) Records. The Association shall keep books and records of the Association's affairs. Such books and records shall be kept in accordance with generally accepted accounting principles and shall be subject to inspection at reasonable times by any Owner upon no less than ten (10) days written notice. The Association may require the payment of reasonable charges for copies of its records, or for certification of information reflected by its records, in such amounts as may be set from time to time by resolution of the Board.

(k) Other. Without limiting the foregoing, the Association shall carry out and enforce all duties of the Association set forth in this Declaration.

III.6. Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows:

(a) Right of Entry and Enforcement. The Association, or its authorized employees, agents or contractors, shall have the authority to enter at any time in an emergency, or in a non-emergency after thirty (30) days written notice, without being liable to any Owner, upon any portion of the Property or into any Improvement thereon, or onto any Common Area for the purpose of maintaining or repairing any area, Improvement or other facility, at the expense of the Owner thereof, if, for any reason whatsoever, the Owner thereof fails to maintain or repair any such area, Improvement or facility as required by this Declaration. An emergency shall exist where circumstances result in an immediate threat to Property, or the health and welfare of Persons. In furtherance of such authority, the Association shall also have the power from time to time, on its own behalf, or on behalf

of the Owners, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any such breach of this Declaration.

(b) Common Area Rules. The Board of the Association may adopt rules and regulations governing the use and operation of the Common Area, which may include reasonable usage fees.

(c) Manager. The Association may retain and pay for the services of a person or firm (the "*Manager*") to manage and operate the Association, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Association and the members of the Board shall have no liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated, unless due, in whole or in part, to the gross negligence or willful misconduct of the Association or the members of the Board. Any and all fees paid to any Manager and/or additional personnel retained pursuant to this Section 3.06(c) shall be reasonable taking into consideration the type of service performed in the vicinity of the Property.

(d) Legal and Accounting Services. The Association may retain and pay for legal and accounting services necessary or proper in the operation of the Association, the enforcement of this Declaration, or in the performance of any other duty, right, power, or authority of the Association.

(e) Contracts. The Association may enter into contracts with such other Persons on such terms and conditions as the Board shall determine, to operate and maintain any Common Area, or to provide any service or perform any function as may be determined necessary or desirable for the protection of the value and desirability of the Property, or the health, safety or welfare of the Owners.

(f) Construction. The Association may construct new Improvements in the Common Areas as may be reasonably required to protect the value and desirability of the Property and subject to the approval of the Owner on whose Lot any such Improvements may be located, which approval shall not be unreasonably withheld or delayed.

(g) Permits and Licenses. The Association may obtain and hold any and all types of permits and licenses.

(h) Own Property. The Association may acquire and own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise, provided that any such real property is within the Property or adjacent to the Property.

(i) Fines. Assess reasonable fines for violations of this Declaration, after notice and an opportunity for a hearing, and in accordance with all procedures prescribed by the Texas Property Code, as amended.

III.7. Limitation of Liability and Indemnification.

(a) Limitation of Liability. No member of the Board, officer of the Association, member of the Architectural Committee or member of any other committee of the Association shall be personally liable to any Owner, or to the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person, provided that such Person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct or gross negligence.

(b) Indemnification. Subject to the provisions of the Texas Business Organizations concerning non-profit corporations, the Association shall indemnify any Person who is made a party, or who is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such Person is or was a member of the Board, officer of the Association, member of the Architectural Committee or member of any other committee of the Association, or as a result of any act performed pursuant to this Declaration by such Person, against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in conjunction with such action, suit or proceeding if it is found and determined by the Board or a Court that such Person (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, the Property and the Owners, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, the Property and the Owners, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

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

IV.

COVENANT FOR ASSESSMENTS

IV.1. Creation of the Lien and Personal Obligations of Assessments. Each Owner, by acceptance of a deed to a Lot or tract within the Property, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) the initial assessment for the year 2016, if applicable, (2) regular annual assessments for each year thereafter, and (3) special assessments as hereafter provided, each based on the Pro-Rata Share (as hereafter defined) of each Owner.

- IV.2. Purpose of Assessments. The assessments levied by the Association will be used exclusively for protection of the health, safety and welfare of the Owners; the protection of the value and desirability of the Property; the operation, maintenance, repair, replacement, preservation and protection of the Common Area; and the performance of the functions of the Association pursuant to this Declaration.
- IV.3. Initial Assessment For 2016. Each Owner which acquires a portion of the Property in the calendar year 2016 shall be required to pay an initial assessment for the year 2016. The annual amount of this initial assessment for 2016 shall be \$250.00 for each Lot or other parcel acquired, but such annual amount shall prorated based on the portion of the year 2016 which the Owner owns the Lot or parcel. This initial assessment for the year 2016 shall be due and payable at the closing on the purchase of the Lot or parcel.
- IV.4. Regular Assessments. Not later than December 15 of each calendar year, the Board shall establish the following calendar year's budget for the operation, maintenance, repair, replacement, preservation and protection of the Common Area and the performance of the other functions of the Association pursuant to this Declaration, including a reasonable allowance for contingencies. The Association may accumulate funds for an unspecified period to provide for anticipated or unanticipated expenses of the Association, as well as providing for a reasonable annual allowance for contingencies. After the budget is adopted by the Board, the Board shall determine the Pro-Rata Share allocable to each Owner, and shall assess each Owner by invoice delivered in accordance with Section 8.11 below not later than January 15 of the year for which the budget was prepared. The Owners shall be obligated pursuant to this Declaration to pay the such regular assessments according to their respective Pro-Rata Shares not later than 30 days after delivery of the invoice. The validity of an assessment provided for herein shall not be affected by the fact that an invoice to an Owner was not delivered by January 15, but the date by which payment is due shall be extended for the same amount of days by which the invoice was delivered late.
- IV.5. Special Assessments. If the Board, at any time, or from time to time, determines that the regular assessment for any year is insufficient to provide for the performance of the functions of the Association, or to provide for timely payment of its bills, or for the operation, maintenance, repair, or replacement of the Common Area for which the Association is responsible, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the same. No special assessment which (together with all prior special assessments levied in the same calendar year) would exceed 25% of the current year's regular assessment may be made until the same is approved by a vote of the Members holding at least 51 percent of the votes in the Association. Payment of each Owner's Pro-Rata Share of a special assessment shall be due on the date specified in an invoice delivered to the Owner in accordance with Section 8.11 below, which date shall not be sooner than thirty (30) days after delivery of the invoice.
- IV.6. Collection and Enforcement of Assessments.
- (a) If any regular assessment, special assessment, or the initial assessment for 2016 is not paid by the date the same is due, it shall be deemed delinquent and shall bear interest

at the rate established by the Board from time to time, and until the Board modifies such rate, the rate shall be the lesser of 18% per annum or the maximum lawful rate then in effect, and interest at such rate shall accrue from the date originally due until paid. In addition, upon the occurrence of any such delinquency, the Association shall have the right and option to impose a late fee in such amount as the Board from time to time may reasonably elect, and until the Board so elects the late fee shall be \$50.00 per late payment, if paid not more than 30 days late, with an additional \$50.00 due if more than 30 days late. The Association may, but is not required, to file a notice of unpaid assessment in the Official Public Records of Hays County, Texas. Any such notice of unpaid assessment shall be executed by an officer of the Association, and shall contain the name of the delinquent Owner, a legal description of the Lot or other portion of the Property affected, the total amount claimed by the Association, and a reference to the recording information of this Declaration. Upon recordation, a copy of the notice of unpaid assessment shall be delivered to the delinquent Owner, in accordance with Section 8.11 below.

(b) In order to secure payment of the regular assessments, special assessments, the initial assessment for 2016, interest, late fees and enforcement costs due hereunder, each Owner by his acceptance of a deed to a Lot or any other part of the Property, hereby vests in the Board of the Association or its agents the right and power to bring all appropriate actions against such Owner personally for the collection of such regular assessments, special assessments, the initial assessment for 2016, interest, late fees and enforcement costs as a debt and, furthermore, hereby grants the Association a lien on the Owner's Lot or other part of the Property, as well as the rents and insurance proceeds therefrom, for such regular assessments, special assessments, the initial assessment for 2016, interest, late fees and enforcement costs which the Owner is responsible. Said lien shall be enforceable by the Board of the Association or its agents through all appropriate methods available for the enforcement of such liens, including without limitation, judicial foreclosure or non judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as amended from time to time). The Board may designate a trustee from time to time to post or caused to be posted the required notices and to conduct such foreclosure sale. The trustee shall be designated and may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and filed for record in the Official Public Records of Hays County. The lien provided for in this section shall be in favor of the Association for the common benefit of all Owners. If the Association incurs any expense, including attorney's fees, other collection expense, or court costs, to enforce rights of the Association against any Owner, such Owner shall be liable to the Association for such expenses and the Association may recover the same in the same manner as set forth above respecting assessments and other charges. Up until the time of a judgment granting judicial foreclosure or the time of a non judicial foreclosure sale, an Owner may avoid a foreclosure by paying all amounts due to the Association, including late fees, interest, legal fees and other enforcement costs.

(c) Notwithstanding the foregoing, except only for the accrual of interest described in Section 4.06(a) hereinabove, no late fees or other remedies described in Section 4.06 may be exercised unless and until the applicable Owner fails to pay the delinquent amounts within thirty (30) days after receiving written notice of such delinquency.

- IV.7. Certificate Regarding Assessments. The Association will, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or other part of the Property have been paid. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.
- IV.8. Subordination of the Lien to Mortgages. The assessment lien provided for herein is subordinate to the lien of any deed of trust or mortgage.
- IV.9. Sale or Transfer. No sale or transfer of a Lot or other part of the Property will affect an assessment lien or release the Owner from personal liability for any assessments then due and payable.
- IV.10. Pro-Rata Share Defined. For the purposes of this Article IV, the “*Pro-Rata Share*” of each of the Owners shall be the percentage of the total land area within the Property (excluding any land owned by the Association in fee simple, or land owned by the Declarant, or any street right-of-way dedicated to the public, or any parkland dedicated to the public, or any other land owned in fee simple for public purposes such as a public school site, fire station or police station) which that Owner’s Lot or other portion of the Property contains.
- IV.11. Declarant’s Exemption. The portion of the Property owned by the Declarant and the Declarant personally shall be exempt from the provisions of this Article IV concerning assessments. The portion of the Property owned by Declarant shall not be counted in calculating the Pro-Rata Share pursuant to Section 4.10 above.

V.

ARCHITECTURAL CONTROL

- V.1. Creation of Architectural Committee. An Architectural Committee (sometimes referred to in this Article V as the “*Committee*”) composed of three (3) members is hereby established with the authority and responsibility provided for in this Declaration. Through the last day of the Declarant Control Period, Declarant reserves the right to appoint and remove the members of the Architectural Committee. Thereafter, the members of the Architectural Committee will be appointed and removed by the Board of the Association. Each member will serve until a successor is named.
- V.2. Required Approval of Plans. No Improvement will be made, constructed or altered on any Lot or other part of the Property until the plans therefor have been approved by the Committee. Prior to the commencement of any construction, the following items (collectively referred to in this Article as “*Plans*”) must be submitted in duplicate to the Committee for approval:
- (a) A site plan;
 - (b) Elevations showing all sides of the proposed Improvements;

- (c) A landscape plan (not required for single family homes, duplexes or manufactured homes);
- (d) A description of all exterior finish colors, roof materials and building materials to be utilized in the construction or installation (not required for manufactured homes);
- (e) A signage plan, if applicable
- (f) An exterior lighting plan, if applicable; and
- (g) Plans and specifications for the proposed Improvements (not required for manufactured homes).

One complete set of such Plans will be retained by the Committee and the other complete set, if approved, will be marked “approved”, and returned to the Owner. Any modification or change to the approved set of Plans must be further approved by the Committee, if and only if such modification or change has a material affect on the exterior appearance of the applicable Improvement.

- V.3. Procedure for Review and Approval of Plans. If the Committee fails to approve or disapprove any Plans submitted to it hereunder within thirty (30) days after the date on which the same are received by and receipted for by the Committee, it shall be conclusively presumed that the Committee has approved the same as submitted. If the Committee requires additional or amended materials during the initial thirty (30) day review period, the review period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are received by and receipted for by the Committee. If any additional or amended materials are not received within thirty (30) days after being required by the Committee, then the Plans shall be automatically disapproved. The Committee may only require additional or amended materials once in connection with any particular set of Plans submitted for its approval.
- V.4. Committee Rules. The Committee shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make its procedures and policies more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between any such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such Committee rules, as are in effect from time to time, shall be provided to any Owner requesting the same in writing.
- V.5. Fees. The Committee shall have the right to require a reasonable submission fee for proposed Plans, and resubmission fees for Plans which are required to be reviewed more than once by the Committee because of amendments to the Plans or additional information submitted in connection with the Plans. The amount of any such fee shall be set forth in the Committee rules adopted pursuant to Section 5.04, and shall be subject to approval by Declarant during the Declarant Control Period and by the Board thereafter. If the Committee deems it necessary or desirable to employ professional outside reviewers, such as engineers, architects or others to review proposed Plans, the estimated cost of such outside reviewers shall be paid by the applicant for the approval of the Plans as a condition of submission of the Plans to the Committee and any additional cost of

such outside reviewers which is over and above the initial estimate shall be paid by the applicant as a condition of approval of the Plans.

- V.6. Voting. Except as otherwise provided herein, a vote of a majority of the members of the Committee at a meeting of the Committee shall constitute the act of the Committee. The Committee is not authorized to act unless at least two (2) members are present, or in the event action is taken without a meeting as provided in Section 5.09, unless at least two (2) members consent in writing thereto, which written consent may be by email or other written form of communication.
- V.7. Vacancy. Vacancies on the Committee, however caused, shall be filled by the Declarant during the Declarant Control Period and thereafter by the Board. A vacancy shall be deemed to exist in case of death, resignation or removal of any member. Any such vacancy shall be filled within thirty (30) days.
- V.8. Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise.
- V.9. Action Without Formal Meeting. The Committee may take action without formal meeting by consenting in writing on any matter which they might consider at a formal meeting. Such written consent shall constitute the act of the Committee and may be given by email or other written form of communication.
- V.10. Decisions Conclusive. All decisions of the Committee shall be final and conclusive, and no Owner or any other Person shall have any recourse against the Committee, or any member thereof, for its or such member's approval or refusal to approve all or any portion of the Plans or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration; provided such approval, refusal or other decision has been made in good faith and otherwise in accordance with the terms and conditions of this Declaration.
- V.11. Limitation of Liability. Neither the Committee nor any member thereof shall be liable to any Owner, or any other Person, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any Plans or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved Plans or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of any proposed Improvement; (v) whether or not the location of a proposed Improvement on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; or (viii) any other decision made or action taken or omitted to be taken under the authority of this Declaration; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him and otherwise in accordance with the terms and conditions of this Declaration.

- V.12. Modifications and Waivers. The Committee, upon such terms and conditions, upon the payment of such fees or expenses, and pursuant to such procedures as it may prescribe, may, but is not required to, approve, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article VI of this Declaration. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that the application of such requirement, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the Owner of any other part of the Property. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in opposition to, the application prior to the decision, at its discretion. The Committee shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one copy to the applicant, and retain one copy in its records. Without limiting the general application of such sections, the provisions of Sections 5.10 and Section 5.11 of this Article shall apply to the actions and the decisions of the Committee and its members under this Section.
- V.13. Wavier and Estoppel. The approval of the Committee of any Plans, or any materials accompanying them, or any modifications or waivers provided for by Section 5.12, shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right to withhold approval of any similar Plans, materials, modifications or waivers subsequently submitted for approval.
- V.14. Governmental Agency Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of a governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or occupancy of any Improvement, and the Committee may require that a copy of any required approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to approval of Plans, modifications or waivers, or that the Improvements and uses of any approved Plans, modifications or waivers meet government requirements.
- V.15. Committee Compensation and Expenses.
- (a) The compensation, if any, of Committee members shall be set by Declarant, during the Declarant Control Period, and the Board thereafter. Members shall be entitled to reimbursement of reasonable and necessary expenses actually incurred without overhead or mark-up. Any and all fees paid to any Committee Members pursuant to this Section 5.15(a) shall be reasonable taking into consideration the type of service performed in the vicinity of the Property.
- (b) Any compensation paid to Committee members or reimbursement of the expenses of Committee members may be from such Plan submission fees as are established by the Committee pursuant to this Article.
- (c) The Committee, may, but need not, hire specialized consultants and incur expenses to aid it in reviewing Plans and their incidents. The maximum amount which

may be expended for such purposes shall be set forth in the Committee rules and shall be subject to the approval of the Declarant during the Declarant Control Period or the Board thereafter. The cost of such specialized consultants and expenses shall be considered to be a cost of the Owner and shall be paid by the Owner within thirty (30) days after receiving an invoice for such costs along with reasonable back-up documentation evidencing the services so provided.

V.16. Address. The address of the Committee shall be _____, or such other place as may from time to time be designated by the Committee by written instrument recorded in the Official Public Records of Hays County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

VI.

USE REGULATIONS

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

VI.1. Permitted Uses and Development Standards. The uses of the Property and the development standards for the permitted uses shall be governed by the Development Agreement for Cotton Gin Estates, which was entered into by and between the Declarant and the City of Umland, Texas, effective _____, 2016 (the "*Development Agreement*"), as the Development Agreement may be amended from time to time. The Development Agreement was entered into pursuant to Section 212.172 of the Texas Local Government Code. A Memorandum of Development Agreement for Cotton Gin Estates is recorded in the Official Public Records of Hays County, Texas, but the Development Agreement is incorporated herein in its entirety by this reference. The Development Agreement provides for a mixed use community and all lawful residential or non-residential uses which are allowed by the Development Agreement, as it may be amended from time to time according to its terms, are permitted by this Declaration.

VI.2. Prohibited Uses. Provided, however, the following uses and activities are prohibited:

- (a) Pawn shops;
- (b) Any sexually oriented business or pornographic business such as, but not limited to, x-rated movie, video or book sales, theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service;
- (c) Any junk yard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft, or abandoned boat, aircraft or vehicle parts;
- (d) Solid waste disposal sites, sanitary landfills, or the dumping and incineration of garbage or refuse of any nature;

- (e) A slaughterhouse or feedlot;
 - (f) A kennel or other facility for raising or boarding dogs, cats or other animals for commercial purposes;
 - (g) The smelting of iron, tin, zinc or other ore; and
 - (h) Any mineral refining facility or operations.
- VI.3. Application of Other Restrictions and Laws; Insurance Rates. Notwithstanding anything in Section 6.01 to the contrary, no use of the Property shall be permitted which is in violation of any applicable governmental law or regulation, subdivision plat note, or other restrictive covenant imposed by the Declarant, or which would create a nuisance. Nothing shall be done or kept on any part of the Property which would increase the rate of insurance on any other part of the Property, nor shall anything be done or kept on any part of the Property which would result in the cancellation of insurance on any other part of the Property.
- VI.4. Approved Plans. No Improvement shall be constructed or altered on the Property except in accordance with the Plans approved by the Architectural Committee pursuant to Article V of this Declaration. Provided, that the approval of the Architectural Committee shall not be required with respect to the interior of a building or structure. The positioning, height and setbacks of all Improvements on Lots or parcels within the Property is expressly made subject to Architectural Committee review and approval.
- VI.5. General Maintenance. Each Owner shall maintain or cause the proper maintenance of its portion of the Property and all Improvements thereon, as well as all trees, foliage, plants and lawns, and keep all of the same in good condition and repair and not permit any of the same to become unsightly or a nuisance.
- VI.6. Building Materials for Parking Areas and Drives. All parking surfaces, driveways, and sidewalks shall be constructed of concrete, asphalt, pavenstone, or another material acceptable to the Architectural Committee.
- VI.7. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom, so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in a container and any such container shall be kept within an enclosed structure or appropriately screened from view. Notwithstanding the foregoing, the provisions of this Section shall not apply to periods of construction, provided that sound construction management practices are implemented and observed.
- VI.8. Noise. No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property without the prior written approval of the Architectural Committee. No noise shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other Property or to its occupants.

- VI.9. Animals. Ordinary household type pets, including dogs and/or cats (limited to not more than 2 of each), domesticated caged birds, and aquarium fish are permitted, as well as trained animals that serve as physical aides to a handicapped Person (and which shall count against the number limitation stated above). The keeping of other types of animals on the Property shall require approval of the Board, but no Owner or occupant may keep dangerous or vicious animals such as trained attack dogs, pit bull terriers, or snakes. Non-human primates are also prohibited. When outside, all animals must be confined to a fenced yard or leashed.
- VI.10. Drainage. There shall be no interference with the established drainage patterns over any of the Property unless (i) adequate provision is made for proper drainage and written approval by the Architectural Committee is obtained prior to any construction work or other activity which may cause such interference with established drainage patterns, and (ii) written approval by the Owner of any Lot or parcel affected thereby has been obtained, which approval will not be unreasonably withheld or delayed. Provided, drainage related improvements or site work authorized by approved City of Umland permits shall be deemed to be in compliance with this Section.
- VI.11. Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property, except that fires shall be permitted in barbeque pits, grills or fire pits.
- VI.12. Temporary and Prefabricated Structures. No tent, shack, or other temporary building or structure shall be placed upon the Property, except that temporary structures necessary for storage for tools and equipment, and for office space for sales personnel, for architects, builders and foremen during actual construction, re-construction, repair, utility installation and/or maintenance, may be maintained with the approval of the Architectural Committee, such approval to specify the nature, size, duration and location of such structures. Any such approved temporary building or structure must be removed from the Property not later than thirty (30) days after the completion of construction. Provided, nothing in this Section shall be construed to prohibit manufactured housing on those parts of the Property designated for manufactured housing use and development by the Development Agreement, as amended from time to time.
- VI.13. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Property. No derrick or other structure designated for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property.
- VI.14. Completion of Construction. Once commenced, construction shall be diligently pursued to the end that it may not be left in partly finished condition any longer than a reasonable time, which length of time shall be determined by the Architectural Committee taking into consideration delays caused by government action or force majeure.

6.14. Repairs After Casualties. In the event of any damage to or destruction of any building or other Improvement on the Property from any cause whatsoever, the Owner shall immediately and at its sole expense take all and every action necessary to secure the part of the Property affected and the Improvements located thereon so as to prevent injury to the public and/or the others Owners and their tenants and business invitees for so long as the damaged Improvements remain, and at its sole option and within one (1) year from the date of the casualty, either (i) repair, restore, or rebuild and complete the same with reasonable diligence, (ii) raze and demolish such building or Improvement (or such part thereof that has been damaged or destroyed), clear the affected area of all debris and thereafter either pave and/or landscape such affected area, as provided for in this Declaration and/or required by applicable laws and/or ordinances and keep the same weed-free and clean, or (iii) effectuate any combination of subsections (i) and (ii).

6.15. Additional General Provisions. Without limiting any other provisions of this Article VI, the following provisions shall apply to all uses on the Property, including without limitation all residential uses:

(a) Each Owner or occupant shall keep any patio, terrace, deck or balcony in a good state of cleanliness. Clothes lines are prohibited in such areas and no other hanging of clothes, towels, bathing suits or similar articles from such areas shall be permitted. A patio, terrace, deck or balcony may not be screened in and may not be enclosed for storage or any other purposes. Nor shall any unsightly storage be permitted on a patio, terrace, deck or balcony, as determined by the Architectural Committee.

(b) No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors. Windows shall not be glazed or reglazed with mirror or reflective glass without prior written approval of the Architectural Committee.

(c) Repair or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent, and for the period of time, necessary to enable movement of the vehicle to a repair facility. Inoperable vehicles shall not be permitted and the Board may cause them to be towed off the Property at the expense of the Person allowing any such vehicle to remain on the Property.

6.16. Special Provisions for Manufactured Housing. The part of the Property included within the Cotton Gin Estates Phase 1 subdivision plat, as approved by the Board of Aldermen of the City of Umland, Texas, is planned and approved as a manufactured home subdivision, and other parts of the Property may be developed for manufactured home use. The following requirements shall apply to any manufactured homes installed on the Property:

(a) All homes shall be HUD Code manufactured homes or modular homes as defined by Chapters 1201 or 1202 of the Texas Occupations Code, as amended.

(b) All such homes installed on the Property shall be new homes, meaning not previously occupied, unless otherwise expressly permitted by the Committee.

(c) All homes must be installed on the Lot or parcel with its longer side facing the street on which it is located.

(d) All homes must be skirted in accordance with the applicable codes and ordinances of the City of Umland, Texas, and otherwise comply with all applicable codes and ordinances.

6.17. City of Umland Transportation Fee. Notice is hereby given that under the terms of the Development Agreement which is described by Section 6.01 above, the City of Umland will assess a fee of \$250.00 for each residential “Dwelling Unit” (defined in the Development Agreement as meaning “a residential unit providing complete, independent living facilities including permanent provisions for living, sleeping, eating and cooking”) which is built or installed on the Property, for the improvement and/or maintenance of Cotton Gin Road by the City. Such requirement is incorporated as a part of this Declaration. This specific notice is given without limiting the constructive notice of the entire Development Agreement which is hereby provided.

VII.

RESUBDIVISION BY DECLARANT; ANNEXATION OF ADDITIONAL LAND

VII.1. Resubdivision By Declarant. Declarant reserves the right to resubdivide and change the Lot lines of any platted part of the Property owned by Declarant at any time and from time to time; provided that such action shall in no way re-align, modify or otherwise affect the boundaries or access points of any platted Lot (or the Improvements located on any Lot) not owned at the time by Declarant. Subject to the foregoing, each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as his or its lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the resubdivision of any such Lot or portion thereof, in accordance with the terms of this Declaration.

7.02 Annexation of Additional Land. Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

VIII.

GENERAL PROVISIONS

VIII.1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions,

covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. Moreover, the City of Umland, Texas is contractually granted all such enforcement rights, and may but shall not be obligated to enforce this Declaration. In any enforcement proceeding, a party successfully enforcing this Declaration shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

- VIII.2. Notice and Cure Period. Provided, except only for the accrual of interest described in Section 4.06(a) hereinabove, no remedies of any kind (including, without limitation, the filing of any suits, causes or action or liens) may be exercised unless and until the applicable Owner has been given no less than thirty (30) days prior written notice describing the failure which may give rise to such remedy and a reasonable opportunity to initiate and complete efforts to cure the failure which may give rise to such remedy. Provided further, however, where circumstances result in an immediate threat to Property, or to the health, safety or welfare of any Person(s), those with enforcement authority under Section 8.01 above may commence and maintain actions and suits to enforce, by prohibitive or mandatory restraining order or injunction or otherwise, any such breach of this Declaration on less notice as may be reasonable under the circumstances.
- VIII.3. Covenants to Run With The Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Property and the Owners thereof, and their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is recorded in the Official Public Records of Hays County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years.
- VIII.4. Modification or Repeal. Any of the provisions of this Declaration may be amended, modified or repealed by a recorded written instrument, executed and acknowledged by the Owners which hold not less than 75% of the of the total votes in the Association, as determined by Article III of this Declaration, at the time of such amendment, modification or repeal.
- VIII.5. Limited Modification by Declarant During Declarant Control Period. Notwithstanding the provisions of Section 8.03 above, during the Declarant Control Period the Declarant may amend this Declaration without the joinder or consent of any person if necessary to correct an error or improve the clarity of the provisions hereof, so long as the general scheme and plan of development contemplated hereby remains substantially the same. Without limiting the generality of the foregoing, the Declarant amend this Declaration to change the address of the Committee under Section 5.16 above.
- VIII.6. Severability. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.
- VIII.7. Successors. Deeds of conveyance of any Lot or other portion of the Property may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or

all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees, assigns and lessees, binds himself or itself, and such heirs, personal representative, successors, transferees, assigns and lessees, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

VIII.8. Word Meanings. The words such as “herein”, “hereafter”, “hereof”, “hereunder” and “hereinabove” refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

VIII.9. Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only, and are not be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

VIII.10. Declarant’s Exemption. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property.

VIII.11. Notices. Written notices and demands of any kind which are served pursuant to this Declaration shall be deemed served and delivered (i) three (3) days after deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid and appropriately addressed, or (ii) when actually received by any other means, including without limitation hand delivery, delivery by overnight courier, fax transmission or email.

VIII.12. Approvals. In each instance where any approval, authority, action, review, requirement, consent, decision, discretion, determination, opinion, assessment, budget, expenditure, rule, policy, procedure, regulation or any other act is granted, withheld, exercised, established, made, imposed or otherwise taken by any of the Declarant, the Association, the Board and/or the Architectural Committee pursuant to this Declaration, such (i) shall not be unreasonably withheld or delayed, (ii) shall serve to protect the value and desirability of the Property and the health, safety and welfare of the Owners, (iii) shall be non-discriminatory and applied consistently to all Owners (including Declarant), and (iv) shall not conflict with the lawful requirements of any applicable governmental authority.

EXECUTED to be effective the _____ day of _____, 2016.

BCG UHLAND, LP,
a Texas limited liability company

By: BCG Uhland GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: George H. Kronenberg III
Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by George H. Kronenberg III, the Manager of BCG Uhland GP, LLC, a Texas limited liability company, acting as General Partner of BCG Uhland, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT "A "

METES AND BOUNDS DESCRIPTION

BEING 273.944 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE JOHN STEWART SURVEY, ABSTRACT 14 IN HAYS COUNTY, TEXAS, COMPRISED OF A 247.559 ACRE TRACT AND A 26.385 ACRE TRACT, EACH DESCRIBED AS:

247.559 ACRE TRACT

BEING ALL OF THE REMAINDER OF THAT CALLED 108 ACRE TRACT DESCRIBED IN DEED TO ANDREW J. HART RECORDED IN VOLUME 1196, PAGE 21 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), ALL OF THAT CALLED 70.74 ACRE TRACT DESCRIBED AS TRACT ONE IN DEED TO ANDREW J. HART RECORDED IN VOLUME 835, PAGE 615 OF THE O.P.R.H.C.T., ALL OF THAT CALLED 55.71 ACRE TRACT DESCRIBED AS TRACT TWO IN DEED TO ANDREW J. HART RECORDED IN VOLUME 835, PAGE 615 OF THE O.P.R.H.C.T., ALL OF THAT CALLED 2.036 ACRE TRACT DESCRIBED IN DEED TO ANDREW J. HART RECORDED IN VOLUME 2852, PAGE 114 OF THE O.P.R.H.C.T., AND ALL OF THAT CALLED 1.00 ACRE TRACT DESCRIBED IN DEED TO NICOLE LETA HART RECORDED IN VOLUME 3103, PAGE 620 OF THE O.P.R.H.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rebar with cap stamped "Windrose Austin" found at the northeast corner of said 70.74 acre tract at the intersection of the existing southwest right-of-way line of County Road 129 (CR 129)(Cotton Gin Road)[no dedication found, right-of-way width varies] and the existing northwest right-of-way line of County Road 156 (CR 156)(Plum Creek Road)[no dedication found, right-of-way width varies];

THENCE with the southeast line of said 70.74 acres and the northwest right-of-way line of County Road 156 the following two (2) courses:

1. South 29°19'12" West a distance of 1751.20 feet (record – S 30°06' W, 1751.2') to a fence corner post;
2. South 32°11'07" West a distance of 548.91 feet (record – S 32°58' W, 548.6') to a square concrete monument found at the southeast corner of said 70.74 acre tract

and the northeast corner of a called 126.57 acre tract described in deed to Deborah Siemering Fetech recorded in Volume 2678, Page 151 of the O.P.R.H.C.T.;

THENCE with the southwest line of the 70.74 acres and the northeast line of said 126.57 acres the following six (6) courses:

1. North 67°23'20" West a distance of 693.19 feet (record – N 66°40' W, 692.9') to a 1/2" iron rebar with plastic cap stamped "Landesign" set;
2. North 54°30'49" West a distance of 127.58 feet (record – N 53°46' W, 127.3') to a 1/2" iron rebar with cap stamped "Windrose Austin" found;
3. North 42°57'24" West a distance of 542.02 feet (record – N 42°13' W, 542.3') to a 1/2" iron rebar with plastic cap stamped "Landesign" set;
4. North 52°08'24" East a distance of 83.38 feet (record – N 52°41' E, 83.4') to a spindle found;
5. North 35°59'27" West a distance of 112.70 feet (record – N 35°28' W, 112.7') to a 1/2" iron rebar found;
6. North 46°24'27" West a distance of 189.00 feet (record – N 45°53' W, 189.0') to a 1/2" iron rebar with plastic cap stamped "Landesign" set at the southwest corner of the 70.74 acres and the southeast corner of said 55.71 acres;

THENCE North 44°23'14" West a distance of 1053.44 feet (record – N 43°39' W, 1053.5') with the southwest line of the 55.71 acres and the northeast line of the 126.57 acres to a square concrete monument found at the southwest corner of the 55.71 acres and the southeast corner of said 108 acres;

THENCE North 48°50'12" West a distance of 2186.66 feet (record – N 50°09' W, 760 varas [2111.1']) with the southwest line of the 108 acres, the northeast line of the 126.57 acres and the northeast line of the remainder of a called 138.85 acre tract described in deed to Samuel Owen Kimerlin, Sr. recorded in Volume 146, Page 378 of the Deed Records of Hays County, Texas (D.R.H.C.T.) to fence corner post found at the southwest corner of the 108 acres and the southeast corner of a called 101 acre tract described in deed to Albert F. Busse, Jr. and wife, Helena F. Busse recorded in Volume 214, Page 285 of the D.R.H.C.T.;

THENCE North 46°20'50" East a distance of 2042.81 feet (record – N 45° E) with the northwest line of the 108 acres and the southeast line of said 101 acres to a 1/2" iron rebar with plastic cap stamped "Landesign" set at the southwest corner of a called 35 yard by 140 yard tract described in deed to Hays County, Texas recorded in Volume P, Page 386 of the D.R.H.C.T.;

THENCE South 43°39'10" East a distance of 105.00 feet (record – 35 yards [105']) crossing through the 108 acres with the southwest line of the Hays County tract to a 1/2" iron rebar with plastic cap stamped "Landesign" set;

THENCE North 46°20'50" East a distance of 420.00 feet (record – 140 yards [420']) crossing through the 108 acres with the southeast line of the Hays County tract to a 1/2" iron rebar with plastic cap stamped "Landesign" set at the northeast corner of the Hays County tract in the existing southwest right-of-way line of CR 129;

THENCE with the existing southwest right-of-way line of CR 129 and the northeast lines of the 108 acres, the 55.71 acres, said 1.000 acres, the 70.74 acres and said 2.036 acres the following nine (9) courses:

1. South 45°13'31" East a distance of 1140.77 feet to a fence corner post found;
2. South 55°58'07" East a distance of 39.79 feet to a 1/2" iron rebar with plastic cap stamped "Landesign" set;
3. South 45°27'08" East a distance of 869.12 feet to a square concrete monument found at the northeast corner of the 108 acres and the northwest corner of the 55.71 acres;
4. South 46°01'02" East a distance of 631.89 feet to a 1/2" iron rebar with plastic cap stamped "Landesign" set at the northwest corner of the 1.000 acres;
5. South 45°56'21" East a distance of 150.00 feet (record – S 44° 41' E, 150.0') to a 1/2" iron rebar with plastic cap stamped "Landesign" set at the northeast corner of the 1.000 acres;
6. South 44°53'01" East a distance of 270.00 feet (record – S 44° 41' E, 270.0') to a calculated point at the northeast corner of the 55.71 acres and the northwest corner of the 70.74 acres, from which a 1/2" iron rebar with cap stamped "Windrose Austin" bears South 45°41'28" West a distance of 3.55 feet;
7. South 44°53'01" East a distance of 345.60 feet (record – S 44°41' E, 344.4') to a fence corner post found at the northwest corner of the 2.036 acres;
8. South 47°13'21" East a distance of 274.85 feet (record – S 46°37'40" E, 274.71') to a square concrete monument found at the northeast corner of the 2.036 acres;
9. South 48°59'09" East a distance of 355.49 feet (record – S 48°23' E, 356.96') to a **POINT OF BEGINNING.**

This parcel contains 247.559 acres of land out of the John Stewart Survey, Abstract No. 14 in Hays County, Texas. Description prepared from an on-the-ground survey made during September 2014. All bearings shown hereon are referenced to Grid North of the Texas State Plane System, South Central Zone.

26.385 ACRE TRACT

BEING ALL OF THAT CALLED 26.25 ACRE TRACT IN DEED TO ANDREW J. HART RECORDED IN VOLUME 1196, PAGE 10 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND DESCRIBED IN VOLUME 1062, PAGE 606 OF THE O.P.R.H.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence corner post found in the existing northeast right-of-way line of County Road 129 (CR 129)(Cotton Gin Road)[no dedication found, right-of-way width varies] at the southwest corner of said 26.25 acres and the southeast corner of a called 34.803 acre tract described in deed to Danny R. Wilson and Beate S. M. Wilson recorded in Volume 1831, Page 497 of the O.P.R.H.C.T.;

THENCE North 43°54'51" East a distance of 1047.80 feet (record – N 45°20'44" E, 1047.78' - 1831/497) with the northwest line of the 26.25 acres and the southeast line of the 34.803 acres to a fence corner post found at the northwest corner of the 26.25 acres;

THENCE South 47°40'32" East a distance of 213.42 feet (record – S 45°58'46" E, 212.68' – 1831/497) with the northwest line of the 26.25 acres and the southeast line of the 34.803 acres to a fence corner post found at an angle point in the southeast line of the 34.803 acres, the northeast line of the 26.25 acres and the southwest line of a called 22.285 acre tract described in deed to David J. DeArmon and Judy L. DeArmon recorded in Volume 2471, Page 233 of the O.P.R.H.C.T.;

THENCE South 46°56'54" East a distance of 441.87 feet (record – S 45°25'04" E, 442.53' – 2471/233) with the northeast line of the 26.25 acres and the southwest line of the 22.285 acres to a fence post found;

THENCE South 47°22'30" East a distance of 421.46 feet (record – S 45°50'39" E, 421.46' – 2471/233) with the northeast line of the 26.25 acres and the southwest line of the 22.285 acres to a 1/2" iron rod found at the northeast corner of the 26.25 acres, the southeast corner of the 22.285 acres, the southwest corner of a called 25.22 acre tract in deed to Georgina Chaires-Garcia recorded in Volume 3704, Page 882 of the O.P.R.H.C.T. and described in Volume 311, Page 581 of the O.P.R.H.C.T. and the northwest corner of a called 50 acre tract described in deed to Albert H. Nickel and Hedwig Nickel recorded in Volume 154, Page 551 of the Deed Records of Hays County, Texas;

THENCE South 43°58'11" West a distance of 1088.31 feet (record – S 45°00' W, 1087.05') with the southeast line of the 26.25 acres and the northwest line of the 50 acres to a found 1/2" iron rod in the existing northeast right-of-way line of CR 129 at the southeast corner of the 26.25 acres and the southwest corner of the 50 acres;

THENCE North 45°06'09" West a distance of 1075.61 feet (record – N 44°29' W, 1045.78') with the southeast line of the 26.25 acres and the existing northeast right-of-way line of CR 129 to the **POINT OF BEGINNING**;

This parcel contains 26.385 acres of land out of the John Stewart Survey, Abstract 14 in Hays County, Texas. Description prepared from an on-the-ground survey made during September 2014. All bearings shown hereon are referenced to Grid North of the Texas State Plane System, South Central Zone.

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264

Job Number: 344-14-002
Attachments: Survey Drawing L:\HART TRACT\DWG\34400201.DWG

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