

NOTICE: THIS DOCUMENT IS SUBJECT TO ARBITRATION UNDER THE TEXAS GENERAL ARBITRATION ACT.

SUPPLEMENTAL
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

VIEW POINT AT RANGER CREEK

UNIT 2

THIS DECLARATION, made on the date hereinafter set forth by RANGER CREEK FARMS JOINT VENTURE (hereinafter referred to as “Declarant”):

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Kendall County, Texas, Which is more particularly described as:

A 13.248 acre tract of land and a 24.587 acre tract of land, both out of the Williams L. Cazneau Survey No. 175, Abstract No. 127, Kendall County, Texas, and being the property described by metes and bounds in Exhibit “A”, attached hereto and made a part hereof for all purposes:

Which property may be brought within the general protective covenants of Viewpoint at Ranger Creek Subdivision; and

WHEREAS, Declarant desires to bring the property described in Exhibit “A” within the general scheme of the protective covenants and the owner’s association described in the Declaration dated June 1. 1984, recorded at Volume 228, Page 854 of the Real Property Records of Kendall County, Texas, (the “Declaration”) and to create in such area a resident community with designated ”Lots” and “Common Areas” (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community for the maintenance of said Common Areas, and to this end, desires to subject the real property described in Exhibit “A” to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be

delegated and assigned the powers of maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the VIEWPOINT AT RANGER CREEK HOMEOWNERS ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid and Declarant desires to incorporate the land described in Exhibit "A" within said association;

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and shall be subject to and a member of the Association, as hereafter defined.

ARTICE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to the VIEWPOINT AT RANGER CREEK HOMEOWNERS ASSOCIATIOJN, a Texas non-profit corporation, its successors and assigns.

Section 1.02: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including purchasers under contracts for deed, but excluding those which have such interest merely as security for the performance of an obligation.

Section 1.03: "Property" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as say hereafter be brought within the jurisdiction of the Association pursuant to the terms of Article III hereof.

Section 1.04: "Common Areas" shall mean all real property (including the improvements thereto) issued or owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

The roads and safety lanes shown on the plat recorded at Volume I, Page 298-302 Kendall County Plat Records.

The Association may acquire other common areas later in time such as the pool and clubhouse when sold by the Declarant to the Association pursuant to Section 2.07 of this Declaration.

Section 1.05. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas as shown on the plat.

Section 1.06: “Declarant” shall mean and refer to RANGER CREEK FARMS JOINT VENTURE, its successors and assigns if such successors or assigns should acquire more than ten (10) undeveloped Lots from the Declarant for the purpose of development.

Section 1.07: “Member” shall mean and refer to all those Owners who are members of the Association as provided for in Article III hereof.

Section 1.08: “Subdivision Plat” shall mean and refer to the map(s) or plat(s) of portions of the real property subject to the Declaration or any Supplemental Declaration including the land described in Exhibit “A” hereto.

Section 1.09: “Living Units” shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot.

ARTICLE II

RESERVATIONS AND DECLARATIONS

Section 2.01: Dedication of Streets, Etc. Each Subdivision Plat shall dedicate for use as such, subject to the limitations set forth herein, certain streets and easements as shown thereon, and such Subdivision Plat may further establish certain dedications, limitations, reservations and restriction applicable to the Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof.

Section 2.02: Installation of Utilities. Declarant shall not be liable for any damages done by any utility company using the easements referred to therein, or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or the property of the Owner situated on the Property.

Section 2.03: Utility Easements and Jogging Trails. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel by contract, deed or other conveyance shall not in any event be held or construed to include the title to any easement rights referred to herein, or any pipes, lines, poles or conduits on or in any

utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part thereof to serve said Property or any other portions of the Property and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Portions of the various easements shall also be used as jogging trails and the Owners may not in any way close, barricade or otherwise restrict the use of such jogging trails by the other owners unless such jogging trails are closed by a two-thirds (2/3) vote of the owners.

Section 2.04: Access to Utility Easements and Jogging Trails. There is hereby created a right of ingress and egress across, over and under all of the Property for the purpose of installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephone, electricity, and gas and appurtenances thereto, located in, under or over the easements referred to in this Article.

Section 2.05: Property Rights in the Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 75% of each class of members has been recorded;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from foreclosure or forfeiture.

Section 2.06. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 2.07: Additional Common Areas. The Declarant may construct, at its option, a clubhouse, swimming pool and similar facilities and lease the same to the Association for use by the owners at a fee per year not to exceed (1) fifteen percent (15%) of the actual cost of construction plus (2) all actual expenses incurred by Declarant in operating and maintaining the facility. At such time as, in the opinion of the Declarant, the Association is able to maintain the same but not later than January 1, 1987, the Declarant hereby covenants for itself, its successors and assigns, that it shall convey

the additional facilities to the Association and the Owners and Association hereby covenant and agree to purchase such amenities for a price equal to the appraised value of the improvements. The “appraised value of the improvements” shall mean the simple average of the separate appraisals of the Common Areas being conveyed to the Association, such appraisals to be made within ninety (90) days of the sale to the Association. Declarant shall notify the Association in writing of its decision to transfer the additional Common Areas to the Association and request the start of the appraisal process. The Declarant’s notice to the Association shall include the name of an appraiser selected by Declarant. The Board of Directors of the Association shall appoint a second appraiser within thirty (30) days of the date of the Declarant’s notice to the Association. Upon the appointment of the second appraiser, the two appraisers shall select a third appraiser. The three appraisers shall each independently appraise the Common Areas to be transferred to the Association as to their replacement value. The appraisals are to be completed within thirty (30) days and the costs of such appraisals shall be paid equally by the Declarant and the Association. The sales price of the Common Areas shall be the simple average of the three appraisals, which sales price shall be paid to Declarant in cash at closing which shall be within sixty (60) days after completion of all the appraisals. If the Directors fail to appoint the second appraiser, then the Declarant may appoint the second appraiser. All appraisers shall be members of the American Institute of Real Estate Appraisers or other recognized appraisal society and shall be familiar with the value of property such as the Common Area.

Such additional Common Areas or facilities may be constructed anywhere within the 468 acre tract commonly known as the Ranger Creek Subdivision.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessments by the Association, shall be a member of the Association; provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

Section 3.02. Classes. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners (as defined in Section 3.01) with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding the Class B membership: or
- (b) On May 15, 1988.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 3.01.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members and for the improvement and maintenance of the Common Areas, including, but not limited to, the safety lanes and roads, Common Area landscaping and sprinkler systems, etc.

Section 4.03. Initial Amount of the Annual Assessment. The initial Annual Assessment for maintenance of the Common Areas (excluding the roads in Unit 1) shall be NINETY AND NO/100 DOLLARS (\$90.00) per Lot.

- (a) From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above five percent (5%) by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum

Section 4.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes for each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.05. Notice and Quorum for Any Action Authorize Under Sections 4.03 or 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or Section or Section 4.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may, at the Association's or Declarant's option, be collected on a monthly, quarterly or annual basis.

Section 4.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner, other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 4.08. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Such assessment and all interest and costs of collection, including reasonable attorneys' fees, shall be secured by a lien upon the Property and the Owner and holder thereof. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgages now or hereafter placed upon the Lots. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

Section 4.10. Exempt Property. The charges and liens created herein shall apply only to the Lots which have been conveyed by the Declarant to third parties, and the remainder of the Property shall not be subject to the assessments.

Section 4.11. Duties of the Board of Directors. In January of each year the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the next budget year, and shall at that time designate the due dates of the Assessments and prepare a roster of the Lots and assessments 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 assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, and for a reasonable charge, furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment herein stated to have been paid.

Section 4.12. Separate Accounts. The Board of Directors of the Association shall maintain separate records and accounts for (1) the costs and expenses of improving and maintaining the roads in Unit 1 and (2) all other costs and expenses of the Association in maintaining the other Common Areas subject to the Declaration including the jogging trails, clubhouse, pools, signage, etc.

Section 4.13. Allocation of Costs and Agreements. All costs and expenses of the roads in Unit 1 shall be assessed to the property Owners of Unit 1. All other costs and expenses of the Association including the maintenance of the other Common Areas such as the jogging trails, clubhouse and pool shall be allocated equally among all members of the Association with the right to use such Common Areas. All matters pertaining to the

roads in Unit 1 including the approval of all budgets and maintenance and repair plans shall be approved by the Unit 1 Owners only. In all such matters pertaining to the roads, the required percentage of Owners for approval of budgets, expenditures and assessments shall be based on the Unit 1 membership only.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.01. Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until detailed plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to property lines, building set-back lines, surrounding structures and topography by the "ARCHITECTURAL CONTROL COMMITTEE". The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, plumbing and landscaping detail and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. Without limitations of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location, height and extent of fences, walls or other screening devices; and the orientation of the Living Unit with respect to garage access and major entry or frontage. The Architectural Control Committee shall have full power and authority to reject any plans and specification that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements. Or that might not be compatible, in the sole direction of the Architectural Control Committee, with the design or overall character and aesthetics of the Property. In the event that the Architectural Control Committee rejects a proposed plan, the Committee shall notify the Owner of the required changes, modifications or alterations necessary for approval.

Unless otherwise directed by the Architectural Control Committee, all plans and specification for improvements on any Lot or other portion of the Property shall be submitted to the Architectural Control Committee by personal delivery to "THE ARCHITECTURAL CONTROL COMMITTEE" or depositing the plans and specifications in the U.S. Mail, postage prepaid, certified mail, return receipt requested.

Section 5.02. Subsequent Member of Committee. Declarant shall appoint all members to fill vacancies on the Architectural Control Committee from the date hereof

through December 31, 1987. Thereafter, the remaining members of the Committee shall appoint all succeeding members of the Architectural Control Committee.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 6.01. Maintenance Included in Annual Assessment. The Association shall provide maintenance, replacement, repair and care for the Common Facilities, including landscaping and plants therein and the safety lanes. 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 shall be considered as services due each member in consideration of the annual assessment levied against his Lot. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgement of the Board of Directors of the Association, is caused through the willful or negligent act of the member, his family, or guest, or invitees, the cost of such maintenance, replacement or repair shall be added to and become a part of the assessment to which such Lot is subject. Such judgement shall be subject to review at the next meeting of the members upon the written request of the member affected by such judgment. and may be reversed by majority vote of the members in accordance with the Bylaws of the Association. Authorized agents, contractors, or employees of Declarant shall have the right to enter upon any Lot.

ARTICLE VII

USE RESTRICTIONS

Section 7.01. Structure and Buildings. All structures or building units hereafter erected, altered or placed on any Lot or other portion of the Property shall be of new construction and no structure of a temporary character, such as, travel trailers, recreational vehicles or any other type of trailers or other structures such as tents, shacks, garages, barns, existing houses, mobile homes or other outbuildings shall be used on any Lot or other portion of the Property at any time as a residence, either temporarily or permanently. It is specifically understood that no pre-constructed mobile home or modular home, whether on a foundation or on wheels, will be allowed for use as a residence either temporarily or permanently on any Lot in the Subdivision. In addition, "A" frame style homes shall not be permitted. The Architectural Control Committee may permit "log" style homes, provided that are of ranch or two story design and in the opinion of the Architectural Control Committee are architecturally compatible to the other homes in the area. Any outbuilding of a temporary nature which does not exceed one-story in height and which is used for purposes of storage shall be placed or located in such a manner and of such a color that it blends in with the color of the main structure, and must be located behind the dwellings.

Section 7.02. Dwelling Quality. All main dwelling units hereafter constructed in the subdivision shall be constructed in a good and workmanlike manner, with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The dwelling must be not less than 1,300 square feet in size on the ground floor (excluding garages and patios). The exterior must be at least fifty percent (50%) masonry or glass, except for log houses in which no masonry is required.

Section 7.03. Completion of Construction. The entire exterior of any main dwelling unit constructed in the subdivision, together with the sidewalks and other exterior appurtenances thereto, must be completed within twelve (12) months after the commencement of work thereon, or the placing of materials therefor on the Lots, whichever occurs earliest.

Section 7.04. No Nuisance. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Property nor shall an Owner's or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident. Furthermore, no noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents and/or Owners of the subdivision; provided, however, that the Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment.

Section 7.05. Residential Purposes. Each Lot within the Property shall be used for residential purposes only. Private single-family residences or living units shall only be constructed on each Lot. No duplexes may be constructed in Phase One described in Exhibit "A", but may, with Declarant's consent be located in other units. Each residence shall have a private garage or carport for not less than one (1) automobile located on such Lot. An Owner, with the prior written consent of the Architectural Control Committee may close in the garage or carport as a part of the house.

The term "residential purposes", as used herein, shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses and such uses are hereby expressly prohibited. However, notwithstanding the foregoing, the providing of personal services such as, but not limited to, investment counseling, legal advise, tutoring, music instruction, tax preparation, and other similar services determined by the Board of Directors of the Association, at its sole and exclusive discretion, to be a permitted personal service, shall be permitted so long as there is no sign or similar advertisement therefor within the subdivision other than the names of the resident of and/or the house number of each dwelling unit within the subdivision.

Section 7.06. Height and Minimum Lot Sizes. No building or structure erected on any Lot within the Property shall exceed forty-five (45) feet in height (measured from the top of the foundation to the topmost part of the roof) or contain less than one thousand three hundred fifty (1,350) square feet of living area, exclusive of open or

screen porches, terraces, patios, driveways, carports, garages and/or living quarters for bona fide domestic servants unless specifically approved to the contrary by the Architectural Control Committee.

Section 7.07 Set-Back Lines. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set-back lines, if any, on the recorded plat. In any event, no building shall be located on any Lot nearer than five (5) feet to the front lot line, nor nearer than zero (0) feet to an interior lot line. However, where one side yard is zero (0), the other side yard shall be no less than ten (10) feet. No dwelling shall be located on any Lot nearer than five (5) feet to the rear lot line. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as a part of a building.

Section 7.08. Signs or Billboards. No advertising signs or billboards of any kind shall be placed or permitted to remain on any Lot within the Property other than a single sign per Lot not to exceed five (5) square feet, advertising the property for sale or lease.

Section 7.09. Declarant's Sales Program. Notwithstanding the other covenants of this Article, Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as, in its sole discretion, may be necessary or convenient while selling Lots, selling or constructing Living Units and construction other improvements upon the Property (including the use of a house as an office), and maintain appropriate signs indicating such offices.

Section 7.10. Livestock. Sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a "dangerous animal" shall be at the sole discretion of the Board of Directors of the Association), livestock of any kind shall never be raised, kept, bred or harbored on any Lot or other portion of the Property, except that dogs, cats, hamsters, small birds, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a Lot or Living Unit thereon, be restrained or controlled by a leash, rope or similar restraint or a basket, cage or other container.

Section 7.11. Refuse. No trash, junk, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any Lot or portion of the Property. Junked automobiles are specifically prohibited from being stored in any Lot or portion of the subdivision. "Junked automobiles" shall be defined as any automobile that is mechanically unable to propel itself due to a material state of disrepair and/or has substantial body damage, such as, but not limited to, dents, body rust, and broken glass. The Board of Directors of the Association shall, in its sole and exclusive discretion, have the power to determine if an automobile meets the above definition of "junked automobile". No land fill will be permitted and all rubbish, trash, or garbage shall be kept in sanitary refuse containers with tight-fitting lids in an area of the Lot adequately screened by planting of fencing so as not to be seen from neighboring Lots, or

other portions of the property. All rubbish, trash, or garbage shall be removed from the Lot at least weekly. Lots not kept clean in accordance with the above regulations, in the sole and exclusive opinion of the Board of Directors of the Association, may be cleaned by the Association at the Lot Owner's expense. Notwithstanding anything heretofore contained in this Section, reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 7.12. Clothes Drying. Open air drying of clothes shall be confined to umbrella style clothes lines which are located behind the house, and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots or other portions of the Property.

Section 7.13. Television and Radio Antennae. Without the prior written authorization of the Architectural Control Committee, no television or radio antennae higher than ten (10) feet above a structure shall be placed, allowed or maintained on any Lot or portion of the exterior of the Living Unit or other improvement located on a Lot, nor upon any portion of the Common Areas.

Section 7.14. No Trailers. No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any type shall be permitted to park on any Lot except in a closed garage, or in an area adequately screened by planting or fencing or otherwise so located so as not to be seen from neighboring Lots or other portions of the Property; provided, however, that during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity. Privately owned travel trailers may be stored on an Owner's Lot only after approval of the Declarant or the Association and shall not be connected to utilities without express permission.

Section 7.15. Landscaping. All landscaping, fountains, statuary, mailboxes, house numbers, sidewalks, lighting or other improvements on any Lot which are not concealed from view from any other Lot or other portions of the Property must be harmonious and in keeping the overall character and aesthetics of the Property. No fence, wall, hedge or shrub planting which obstructs the line of sight at an elevation of two (2) to six (6) feet above the roadway shall be placed within fifty (50) feet of any corner. To this end, the plans therefor shall be submitted to the Architectural Control Committee for its approval or disapproval prior to the construction, alteration or placement of such improvements as is provided in Article V, Section 5.01, above.

Section 7.16. Fencing. All fences shall be constructed of either redwood, split rail, painted lumber, wrought iron, rock or brick. Chainlink fence, except as hereinafter provided, shall be prohibited. Only fences constructed of quality materials and good workmanship will be allowed. All proposed fencing (including the dog run referred to herein) shall be subject to the approval of the Declarant. Plans and specifications for all proposed fencing shall be submitted to the Declarant for approval in accordance with Article V, Section 5.01, hereof, prior to commencement of the construction of same. No

chainlink fencing of any type whatsoever, including, but not limited to, galvanized or vinyl coated metal, will be allowed in the subdivision unless it is screened from the view of the Owners of the adjoining Lots, as well as from the streets within the subdivision; provided, however, that a Lot Owner may construct a dog run out of a chainlink fence, so long as the area so enclosed is to the rear of the main dwelling unit, is narrower than said main dwelling unit, and is limited in size to three (3) times the square footage of the main dwelling units or the ground floor of a multi-story dwelling.

Section 7.17. Oil, Gas and Other Minerals. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon on in any Lot or other portion of the Property, other than rock crushing by Developer in connection with the construction of roads, nor shall oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon on in any Lot. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon any Lot. Nothing herein shall prohibit Developer, its successors or assigns, from drilling, maintaining or operating water wells on the Property.

Section 7.18. Preservation of Natural Vegetation. No trees shall be cut on any Lot except in connection with the construction of specific improvements or to remove dead and unsightly trees or remove scrub brush. No dirt may be removed for a Lot except in connection with a specific landscape plan.

Section 7.19. Multiple Lots and Subdivision. Any person owning two (2) or more adjoining Lots, or portions of two (2) or more such Lots, may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of construction one (1) Living Unit and such other improvements as are permitted herein; provided, however, that no such building site shall contain less than 20,000 square feet of land; and provided, further, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated. No lot may be re-subdivided into two or more single Lots without the written consent of Declarant.

Section 7.20. Easements. Easements for installation and maintenance of utilities and drainage facilities and jogging trails are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above Lots, the Owner there covenants and agrees to keep and maintain in a neat and clean condition, any easement which may traverse a portion of the Lot conveyed by deed, including the keeping of weeds and grass moved within such area.

Section 7.21. Firearms. No firearms or pellet guns shall be discharged, nor shall any type of hunting be done with any type of weapon, within the subdivision.

Section 7.22. Water Wells. Any water well drilled on any Lot must have the written approval of all applicable county, state and federal health authorities and comply

with all regulations pertaining thereto. In addition, the proposed well must be approved by the Architectural Control Committee.

Section 7.23. Septic System. No outside toilets or privies shall be permitted on any Lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc. shall be connected to a septic tank or sewage collection line meeting the approval of all county and state health authorities and complying with all such regulations, and shall be operated and maintained in such manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property. The draining of septic tanks into road ditches is prohibited.

Section 7.24. Driveways. All driveways shall be constructed of graded and compacted gravel, caliche or similar material, or be paved with asphalt or concrete, and all such driveways shall be maintained in a safe and clean condition.

Section 7.25. Roads. All roads and other Common Areas shown on plats, located within the subdivision are acknowledged to be and will remain the property of Declarant until conveyed by Declarant to the Association, subject to the rights of ingress and egress of the individual Lot Owner over such roads.

ARTICLE VIII

SUPPLEMENTAL DECLARATION

Section 8.01. This Declaration is a Supplemental Declaration pursuant to Article VIII of the Declaration and shall be subject to the terms, covenants and conditions of the Declaration pertaining to the addition of property and mergers of the owner's association.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Duration. The covenants and restrictions of this Declarations shall run with and bind the land, and shall inure to the benefit of an be enforceable by, the Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective without Declarant's approval if made within ten (10) years from the date of this Declaration; and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.02. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last know address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 9.03. Enforcement. Enforcement of those covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lot or Lots to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.04. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall not in any manner affect any other provision which shall remain in full force and effect.

Section 9.05. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases, be assumed as though in each case fully expressed.

Section 9.06. Amendment of Declaration. The terms, covenants and conditions of this Declaration may be amended by a written instrument approved by 75% of the Owners (including their respective mortgages if any) of the property subject to the Declaration unless the Amendment pertains only to building restrictions for a unit in which event only 75% of the Owners (and their mortgages) of the unit affected will be required to amend or modify the Declaration.