

Herzic

*Declarations of Covenants, Conditions and
Restrictions for Homesites*

ColoVista Country Club

Section 1, 2, and 3

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Article 1: Definitions

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

Additional Land

Such tract or tracts, parcel or parcels of land, other than the Land, made subject to the Restrictions by Declarant in accordance with the provisions of Article 7 hereof.

Association

The entity formed in accordance with terms set forth herein which governs the affairs of the Subdivision.

Articles of Incorporation

The articles of incorporation of the Corporation.

Board or Board of Trustees

The Board of Trustees of the Association, appointed by the Declarant.

Bylaws

The Bylaws of the Country Club.

Commencement of Construction

The date upon which foundation forms are set for a Unit.

Country Club

Golf, Tennis and recreational club, a portion of which is located adjacent to the Subdivision and which some Owners may have license to enjoy the use of.

Declarant

ColoVista Estates, Inc., a Texas Corporation, and its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Office of the County Clerk of Bastrop County, Texas.

Exterior Area

The portion of a Homesite not covered by a Unit.

Golf Course Homesites

Those Homesites upon which the rear property line is facing the Golf Course.

Homesite or Homesites

Each of the Lots shown by the plat located in the records of the County of Bastrop, Texas, Plat Cabinet 3, Page 21 A, a copy of which is attached herto as exhibit "A" and made a part herto, and those otherwise made subject to the Restrictions by Declarant in accordance with the provision of Article 7 and Article 8 hereof.

Land

Those certain tracts or parcels of land containing approximately 36.7 acres, situated in Bastrop County, Texas, such tracts or parcels of land being the lands more particularly described on the Plat recorded within the Benjamin Bowles Survey, A-14,

plat file 139C, and those otherwise made subject to the Restrictions by Declarant in accordance with the provision of Article 7 and Article 8 hereof.

Maintenance Charge

The assessment made and levied by the Board against each Owner and his Homesite in accordance with the provisions of these Restrictions.

Maintenance Fund

Any accumulation of (1) the Maintenance Charges collected by the Board in accordance with the provisions of these Restrictions for the continued maintenance, insuring, repair, and operation of, and the construction of improvements on, the Subdivision and (2) interest, penalties, assessments, and other sums and revenues collected by the Board pursuant to these Restrictions.

Mortgage

A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the repayment of a loan made to Owner, duly recorded in the Office of the County Clerk of the county in which the Homesite is located and creating a lien or security interest encumbering a Homesite and all improvements thereon.

Owner or Owners

Any person or persons, firm, corporation, or other entity; or any combination thereof that owns, of record, title to a Homesite.

Plans

The final construction plans and specifications (including a related site and grading plan) for any building or improvement of any kind erected, placed, constructed, maintained, or altered on any portion of the land.

Plat or Plats

The map or maps, plat or plats recorded in Bastrop County, Texas.

Restrictions

The covenants, conditions, easements, reservations, and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Homesites and/or the Land in the Subdivision as set out in this instrument or any amendment thereto.

Rules and Regulations

Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit, and enjoyment of the Owners.

Subdivision

The Land, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto and all Additional Land, if any, made subject to these Restrictions by Declarant in accordance with the provisions of Article 7 hereof.

Supplemental Declaration

Any Supplemental Declaration of Covenants, Conditions, and Restrictions filed for record by Declarant in the Office of the County Clerk of Bastrop County, Texas to bring Additional Land within the Restrictions in accordance with the provisions of Article 7 hereof.

Unit

A single family residence and appurtenances constructed on a Homesite.

Article 2: General Provisions Relating to Use and Occupancy

Section 2.1: Use Restrictions

On those lots within Section I of the Subdivision as shown on the plat, each Owner shall use his or her Homesite and his or her Unit, if any, thereon for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Homesites for duplex apartments, garage apartments, or other apartment uses (except, however, the construction of guest house or quarters for maintenance personnel will be allowed); or for any business, professional, or other commercial activity of any type. No Owner shall use or permit such Owner's Homesite or Owner's Unit to be used for any purpose that would (1) void any insurance in force with respect to the Subdivision; (2) make it impossible to obtain any insurance required by these Restrictions; (3) constitute a public or private nuisance, of which a determination may be made by the Board in its sole discretion; (4) constitute a violation of the Restrictions, any applicable law, ordinance, rule, or regulation (including the Rules and Regulations); or (5) unreasonably interfere with the use and occupancy of the Subdivision by the other Owners.

On those portion of the Land covered by these restrictions and shown on the Plat as Club property there shall be permitted all improvements necessary for the operation of a professional golf course and Country Club, including but not limited to the golf course, Country Club with full service restaurant and bar, swimming pool, tennis courts and all recreational improvements associated with the operation of a Country Club, provided however, that on those portions of the Land labeled "Recreational" those properties shall be solely for the purpose of enjoyment of recreational activities and no improvements shall be erected in conflict with such recreational use.

Section 2.2: Approval of Plans

(a) No building or improvement of any kind (including, without limitation, houses, driveways, and all access ways thereto) will be erected, placed, constructed, maintained, or altered on any Homesite until the Plans for such building or improvement have been submitted to and approved in writing by the Board. The determination of the Board shall be in its sole discretion.

(b) In determining whether such Plans shall be approved, the Board may take into consideration factors deemed appropriate by the Board. Such factors may include, without limitation, the following:

- (1) The impact of the proposed Plans on the sense of community and place that is distinct to this Subdivision;
 - (2) The impact of the proposed plans on the environment;
 - (3) Compliance with these restrictions;
 - (4) Quality, texture, and color of the building materials or improvements;
 - (5) Harmony of external design of such building or improvement with existing and proposed buildings and improvements and with the design or overall character and aesthetics of the Subdivision;
 - (6) Location of such building or improvement within the Homesite upon which it will be constructed or placed;
 - (7) The number of square feet to be contained in such building or improvement;
 - (8) Compliance with the Rules and Regulations; and
 - (9) Compliance with laws, ordinances, rules, or regulations of any county, state, municipal, or other governmental authority.
- (c) The Board shall approve or disapprove the Plans in accordance with the following procedures:
- (1) Two (2) complete sets of Plans shall be delivered to the Board at the address set forth in the Rules and Regulations.
 - (2) If the Plans are approved by the Board, a letter of approval, including a description of qualifications or required modifications, if any, will be prepared and dispatched, along with one complete set of the Plans, to the Owner. Such approval shall be dated and shall not be effective for construction commenced more than one and one-half (1 1/2) years after such approval. If construction is not commenced within this time frame, Owner shall not begin construction of any building or improvement of any kind until the corresponding Plans have been resubmitted and approved by the Board in accordance with the provisions of this section 2.2.
 - (3) If the Plans are disapproved by the Board, one set of such Plans shall be returned marked "Disapproved." Disapproved Plans shall be accompanied by a statement of reasons for disapproval.
 - (4) If the Board fails to indicate its approval within thirty (30) days after receipt of Plans, it will be deemed that the Board has disapproved such Plans.
 - (5) The Board may require payment by any party who submits Plans for approval of a cash fee to compensate for the expense of reviewing such Plans. The initial fee hereby set for the review of Plans is One Hundred (\$100) dollars. If the Board considers that the circumstances so warrant, the Board may increase such fee without the joinder or consent of the other party.

(6) The Board may from time to time promulgate and publish Design Review Guidelines. A copy of such Design Review Guidelines in effect at the time will be furnished to Owners on request. Such Architectural Standards Bulletins will supplement these Restrictions and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials, and other matters relating to the appearance, design, and quality of improvements. Such Architectural Standards Bulletins, as they may be promulgated from time to time by the Board, shall be incorporated in these Restrictions by this reference.

(d) All decisions of the Board shall be final and binding and there shall be no review of any action of the Board. The Board shall have the right to delegate its rights and obligations under this Article 2 to an Architectural Review Board, which shall consist of not less than three (3) members of its choosing. The Declarant shall have the right to appoint all the members of the Architectural Review Board, or such lesser number it may choose, as long as it owns at least one Homesite in the Subdivision. A majority of the Architectural Review Board shall constitute a quorum to transact business at any meeting of the Architectural Review Board. Any vacancy occurring on the Architectural Review Board because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Trustees.

(e) No approval of Plans, and no publication or Architectural Standards Bulletin shall ever be construed as representing or implying that such Plans, specifications, or standards will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be constructed as a representation or guarantee that any structure will be built in a good or workmanlike manner. Neither Declarant, nor the members of the Board or its representatives, shall be liable in damages to anyone submitting Plans to the Board for approval, or to any Owner or lessee of any part of the Subdivision affected by these Restrictions, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans to the Board for approval agrees, by submission of such Plans, and every Owner or lessee of any portion of the Subdivision agrees, by acquiring title thereto or interest therein, that he or she will not bring any action or suit against Declarant or the members of the Board, or their representatives, to recover any such damages.

Section 2.3: Decoration, Maintenance, Alteration, and Repairs

(a) Subject to the provisions of Section 2.2, and subject to the rules and Regulations, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve such Owner's Unit or the Exterior Area of such Owner's Homesite, provided that the Plan for such action will allow the existing structure to maintain its conformity with the overall sense of community, place and environment that is unique to the Subdivision and that all such action is performed in a good and workmanlike manner and in a manner that causes minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Board may require any Owner to remove or

eliminate any object situated on such Owner's Unit or Homesite that is visible from any Common Areas or from any other Homesite, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

(b) Each Owner shall maintain his or her Homesite, Unit, and improvements in good order and repair and in accordance with these covenants, conditions, and restrictions at all times, including, without limitation, driveways and landscaping in the front yard, which must be kept in a neat, attractive, and manicured condition. Homesites which abut portions of the golf course lying adjacent to the Subdivision shall be required to landscape the areas thereof which abut the golf course in a manner which provides an aesthetically pleasing visual effect from the golf course. Homesites which abut two street right-of-ways may be required by the Board to plant trees, appropriate for close proximity to streets, together with ground cover, shrubs, flowers, plants, and other landscaping that enhances the beauty of the Homesite. If the requirements of this Section 2.3(b) are not satisfied, the Board, at its election, may cause said maintenance, repair, and good order to be maintained, in which case the cost of same shall be billed by the Board to the Owner of the subject Homesite, and same shall be paid by said Owner. Any such charges shall be due immediately and shall be secured and bear interest in the same manner as provided in Article 4 for the Annual Maintenance Charges.

Section 2.4: Construction, Landscaping, Lawn Maintenance

(a) Unless otherwise approved in writing by the Board, no building material of any kind or character shall be placed or stored upon any Homesite more than sixty (60) days before the construction of a structure or improvements is commenced. All materials permitted to be placed on a Homesite shall be placed within the property lines of the Homesite. At the completion of such building or improvements, any unused materials shall be removed immediately from the Homesite. After Commencement of Construction of any structure or improvements on the Homesites, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise approved in writing by the Board, the construction of any structure or improvement on a Homesite shall be completed within three hundred sixty (360) days from the date of Commencement of Construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner.

(b) No structure of a temporary character, trailer (with or without wheels), mobile home (with or without wheels), or modular or prefabricated home, tent, shack, barn, or other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any Homesite, either temporarily or permanently. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Land as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Homesites, construction, and sale of residences, and construction of other improvements in the Subdivision. Such facilities may include, but are not

necessarily limited to, a temporary office building, storage area, signs, portable toilet facilities, and sale office. Declarant and builders shall have the right to use a residence situated on a Homesite as an office or model home during the period of and in connection with the construction and sale of new homes in the Subdivision.

(c) Only new construction materials (except for used brick, decorative windows, old timbers, or antiques used for ornamental design effect) shall be used in constructing any structure or improvements situated on a Homesite. Unless otherwise approved in writing by the Board, all Units situated on any Lot shall have not less than fifty percent (50%) masonry construction, or its equivalent (at the discretion of the Board) on the exterior wall areas. Detached garages may have wood siding of a type and design approved expressly by the Board. In determining whether any building has 50 percent (50%) masonry construction, or its equivalent on the exterior wall areas, there shall be excluded from the exterior wall area measurements, those portions of such exterior wall areas which are doors, windows, and covered porch walls.

(d) No window, roof, or wall type air conditioner that is visible from any public street shall be used, placed or maintained on or in any Unit.

(e) Each kitchen in each Unit shall be equipped with a garbage disposal unit, which shall at all times be kept in working condition.

(f) No fence, wall, landscape material or hedge greater than four (4) feet in height, or other improvement shall be erected, placed, or altered on any Homesite at any point nearer to any street than the building setback lines as shown on the Plat, or as provided below, unless otherwise approved in writing by the Board. No fence, wall, hedge, or similar structure or growth shall be constructed greater than eight feet in height unless otherwise approved in writing by the Board, or in excess of any applicable governmental restriction regarding the same, whichever is the lower height.

(g) Roofs of the Units shall be constructed only as follows: ceramic tile, composition, built-up flat roof, or approved highest quality aluminum or metal. Composition shingle shall be 240 lb. weight or better. If metal is used, the metal surface must have a dull finish upon installation, and must meet Board approval as to the type and finish. Use of highest quality roofing materials is required to concur with the environmental aesthetics of the Subdivision.

(h) No external antennae, satellite receiving dishes greater than eighteen (18) inches in diameter, or other structure designed or used for receiving any type of radio, television, or other communications signal shall be permitted on any Homesites within the Subdivision unless such facility is totally screened from view from all surrounding Homesites, streets, and other adjacent areas.

i) Vertical surface of concrete slab of any Unit shall have limited exposure to view from any public streets or adjacent Homesites, as approved by the Board. Landscaping shall be used to screen exposures of concrete. Any Unit with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any public street and from

adjacent Units. Any Unit with an elevated deck shall have its open space below such deck screened from public view and view from adjacent Units. The Board, in its sole discretion, will determine the adequacy of any screening techniques employed.

(j) All solar panels or other solar collection devices shall be constructed in accordance with the environmental aesthetics of the Subdivision. The Board may further approve solar panels or other solar collection devices to be added to any Unit if the same are totally screened from the view of any and all streets and adjacent properties in the Subdivision or if incorporated into the architectural design of the Unit.

(k) Except for signs, billboards, or other advertising devices displayed by Declarant or its appointees, no sign of any kind shall be displayed to the public view on any Homesite. Declarant or its agent shall have the right to remove any sign not complying with the provisions of this paragraph, and in so doing, shall not be liable and is expressly relieved of any liability for trespassor any other sort in connection therewith arising from such removal.

(l) No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for in the Subdivision. Any Owner may keep on such Owner's Homesite: (i) not more than two (2) dogs or two (2) cats; or (ii) a combination of not more than two (2) dogs and cats. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed in the Subdivision other than on the Homesite of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration within the Subdivision, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals which are permitted hereunder shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects, and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Board.

(m) Digging of dirt or the removal of any dirt from any Homesite or from any portion of the Subdivision is prohibited, except as may be necessary in conjunction with the approved landscaping or construction of improvements thereon.

(n) No driveways or roadways may be constructed on any Homesite to provide any access to any adjoining Homesite or other portion of the properties unless otherwise approved in writing by the Board.

(o) Each Homesite must be accessible to any adjoining street by a driveway suitable for such purposes before the residential structure located on any such Homesite may be occupied or used. No Owner may block any drainage ditch (including road ditches) or drainage gutters on curb and outer streets. Specifications for and construction of all drain tiles, culverts in or over any drainage ditch, or driveway transitions to the public streets and the material used

therefore, whether to be installed in connection with a driveway or otherwise, must be approved by the Board. The Board shall determine all elevation and slope requirements for all driveways. Driveways shall be constructed to resemble, in uniformity, all other driveways in the Subdivision to maintain the common community atmosphere to blend with the environment, as established by the Board.

(p) The Owners or occupants of all Homesites shall at all times keep all weeds and grass thereon (not maintained by the Association) cut in a sanitary, healthful, and attractive manner and shall in no event use any Homesite for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited.

(q) Mail boxes located in the front yard or along roadways are prohibited.

(r) Each Unit contained within the Subdivision shall have sufficient garage space, as approved by the Board, to house all vehicles to be kept on the Homesite. Any boat, boat trailer, or Recreational Vehicle shall be stored inside of a garage. Any garage facing the front of any lot shall be at least one hundred (100) feet from the front of the lot.

(s) Movable above-ground swimming pools are strictly prohibited within the Subdivision except for pools less than six feet (6') in diameter. All swimming pools must be contained within fenced enclosures. No chain link fencing is allowed.

(t) No trees with a diameter larger than six (8) inches may be removed from any Homesite or destroyed without the prior written consent of the Board. For the purpose of determining the size of the tree, the diameter will be measured one foot above the average natural level of the ground at the base of the tree, and the Board ruling on the circumference of a tree is final and binding on all parties. No concrete, asphalt, or impervious cover of any kind shall be placed within the drip line of any tree twenty-eight (28) inches or larger in circumference without the prior written consent of the Board. The drip line is defined as the line on the ground directly below the farthest extremities of the branches of the tree. The Board's determination of the location of the drip line shall be final and binding on all parties. Parking areas located within the drip line of any tree twenty-eight (28) inches or larger in circumference shall be constructed of a pervious or porous cover such as porous asphalt, grass crete, or other similar material, unless the use of other materials is approved in writing by the Board prior to construction.

(u) grounds around any Homesite shall be landscaped in accordance with the overall scheme of the Subdivision with foremost concern placed on blending with the environment of the community, and shall be completed as soon as reasonable after completion of construction of improvements.

(v) Septic Systems shall be of a quality known as an "Infiltrator System" or similar system as approved by the Board and the local sanitary authorities.

Section 2.5: Size of Residences and Location on Lot

No Unit erected on any Homesite shall have more than three (3) stories. No Unit with an interior area of less than the applicable minimum number of square feet set forth below, exclusive of the attached garages, porches or other appurtenances or appendages, shall be erected on any Homesite.

<u>Type of Structure</u>	<u>Minimum Interior area</u>
single family residence (Unit)	2,500 square feet

No structure or improvements shall be located on any Homesite between the building setback lines shown on the Plat pertaining to such Homesite and the street right-of-ways on which such Homesite fronts. In addition, no structure or improvements shall be located nearer than fifteen (15) feet to any interior (side) Homesite line or nearer than fifty (50) feet from any front or rear property line, as reflected on the plat, and unless otherwise approved in writing by the Board.

Section 2.6: Walls, Fences and Hedges

(a) No walls, fences, landscape material or hedge greater than four (4) feet, shall be erected or maintained nearer to the front Homesite line of any Homesite than the walls of the dwelling situated on such Homesites that are nearest to such front Homesite line.

(b) Construction material for all fences and walls where ever located on a Homesite shall be approved in writing by the Board. Suggested construction materials for fences include, but are not limited to, ornamental iron or concrete masonry, or decorative rustic wood. All fences are subject to Section 2.5 hereof. No chain link fences shall be permitted on any Homesite in the Subdivision.

(c) Owners shall be responsible for any damage, and costs attributable thereto, caused to such fence by said Owner or their respective assigns, agents, invitees, and representatives. Ownership of any wall, fence, or hedge erected on a Homesite shall pass with title to such Homesite and it shall be the new Owner's responsibility to maintain such wall, fence, or hedge thereafter. In the event any Owner or occupant of any Homesite fails to maintain said wall, fence, or hedge and such failure continues after thirty (30) days' written notice thereof, Declarant, its successor, or assigns, may, at is option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Homesite and cause to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions, and to place said wall, fence or hedge in a satisfactory condition, and may charge the Owner or occupant of such Homesite for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or

occupancy of such Homesite, to pay such charge immediately upon receipt of the corresponding statement.

(d) Fences along Golf Course Lots shall not be permitted to be constructed within fifty feet (50') of the rear property line, and must be non-contiguous unless otherwise approved in writing by the board.

Section 2.7: Reservations and Easements

(a) Title to all streets, drives, boulevards, and other roadways, and to all easements shown on the Plat, is hereby expressly reserved and retained by Declarant subject only to the grants and dedications expressly made on the Plat.

(b) Declarant reserves the utility easements, roads, and rights-of-way shown on the Plat for the construction, addition, maintenance, and operation of all utility systems (which systems shall include systems for drainage purposes) now or hereafter deemed necessary by Declarant for all utility purposes, including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply, and wastewater services, including systems for utilizations of services resulting from advances in science and technology. There is hereby created an easement upon, across, over, and under all of the Land for ingress and egress for the purpose of installing, replacing, repairing, and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, on, above, across, and under the Land within the drainage and utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure.

Notwithstanding anything contained in this Section 2.7(b), no utilities (including drainage) or appurtenances thereto may be installed or relocated on the Land until approved by Declarant or, if applicable, the Board. The Utility Companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the land abutting such easements. There is also reserved, for the use of all utility companies, an unobstructed aerial easement ten feet (10') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said easements reserved hereby, and all easements shown on the Plat for electric facilities.

(c) Declarant reserves the right to impose further restriction and dedicate additional easements and roadway right-of-way, by instrument recorded in the office of the county clerk of Bastrop County, or by express provisions in conveyances, with respect to Homesites that have not been sold by Declarant. Any such dedications shall be made in accordance with applicable state, county, and municipal law.

(d) Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the continual upgrade of utility systems.

(e) Declarant reserves an easement forty (40) feet in width together with an aerial easement thirty (30) feet in height along any property line contiguous to the golf course and any Golf Course Homesite for the purpose of errant golf balls, overspray from sprinkler systems, leaching or overspray from fertilizer, pesticides, herbicides, or any and all maintenance treatment for the ordinary care of the golf course. Any authorized licensee or guest of the golf course may enter onto such easement, when reasonably necessary and appropriate to retrieve such errant golf balls as may be deemed in plain view.

(f) It is expressly agreed and understood that the title conveyed by Declarant to any Homesite or parcel of land in the Subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, waste water sewer, storm lines, poles or conduits, or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along, or upon said easement or any part thereof to serve said Homesite or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell, or lease such lines, utilities, drainage facilities, and appurtenances to any municipality or other governmental agency or to any public service Board or to any other person. Notwithstanding that the title conveyed by Declarant to any Homesite or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, Declarant agrees not to use or enter on and waives any surface rights afforded to mineral owners to any use of any portion of the surface of the lands in the Subdivision in connection with the exploration for the producing, storing, or removing of any such reserved substances.

Article 3: Management and Operation of Subdivision

Section 3.1 Management by Association

The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power, and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring, and operation of the Subdivision as herein provided for. The business and affairs of the Association shall be managed by its Board of Trustees. The Declarant shall determine the number of Trustees and appoint, dismiss, and reappoint all of the members of the Association's Board of Trustees to ensure the stability of the Association and to administer the Association's and the Subdivisions' affairs, until the first meeting of the Members of the Association is held in accordance with the provisions of Section 3.4 and a Board of Trustees is elected. The Board of Trustees elected at the first meeting of Members of the Association is therein called the "First Elected Board." The Board of Trustees appointed by Declarant pursuant to the provisions of this Section 3.1 is herein called by "Appointed Board."

The Appointed Board may engage the Declarant or any entities, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for

the maintenance, repair, replacement, administration, and operation of the Subdivision. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision as a viable single family residential development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 3.2 Membership in the Association

Each Owner, including Declarant during the period of time in which Declarant owns any Lot, shall be a Member of the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

Section 3.3 Voting of Members

There shall be two classes of membership in the Association. Class A Members shall be all persons (other than the Declarant) owning one or more Lots. Class B Members shall be the Declarant. The Class B membership shall terminate upon the first to occur of:

(a) When the then Class B Member so designates in a writing delivered to the Association.

(b) Ten (10) years after the date of the recording of this Declaration, or (c) when both seventy-five percent (75%) of the Lots in the Subdivision are owned by persons other than the Declarant and the Declarant owns less than twenty acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time construed) which are capable of becoming Additional Land. When entitled to vote, each Member shall be entitled to one (1) vote for each Lot owned by that Member. Until such time as Class B membership terminates, the Class B Member shall be vested with the sole and exclusive voting rights except on such matters as to which this Declaration, the Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then none of such Members shall be

allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

Section 3.4 Meetings of the Members

(a) The first meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given no later than thirty (30) days after both ninety-five percent (95%) of all of the Lots in the Subdivision have been sold by the Declarant and a deed recorded in the Office of the County Clerk of Travis County, Texas for each such Lot and the Declarant owns less than twenty (20) acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time constructed) which are capable of becoming Additional Lands. The First Elected Board shall be elected at the first meeting of the members of the Association.

(b) Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the Bylaws.

Section 3.5 Election and Meetings of the Board of Trustees

The Board of Trustees shall be elected and shall meet in the manner set forth in the Bylaws.

Section 3.6 Disputes

In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board of the Association, including appointment of committees to consider and recommend resolutions of any such disputes.

Section 3.7 Professional Management

The Board may retain, hire, employ, or contract with such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration, and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

Section 3.8 Board Actions in Good Faith

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members, or any other person.

Article 4: Maintenance Charge

Section 4.1: Payment of Maintenance Charge

Each Homesite shall be subject to a Maintenance Charge of twenty-five and no/100 Dollars (\$25.00) per month. The amount of the Maintenance Charge for each Homesite may be increased or decreased by the Board from time to time, but not more often than once per year. However, if any such change increases the Maintenance Charge by more than twenty percent (20%) of the amount of the Maintenance Charge in the preceding calendar year, the change must be approved by a vote of at least a majority of the Owners, by written vote taken not less than ten (10) days prior to the first day of January of the year in which such increase is scheduled to become effective.

Section 4.2: Payment of the Maintenance Charge by Declarant

Notwithstanding anything to the contrary herein, all Homesites while owned by the Declarant shall be exempt from the payment of a Maintenance Charge.

Section 4.3: Maintenance Fund

The Maintenance Charges collected by the Board shall be paid into the Maintenance Fund and shall be held, managed, invested, and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Homesites therein. The Board shall, by the way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision and for the landscaping, maintenance, insuring, repair, and operation of, and the construction of improvements on, the improvements within the Subdivision which benefit all Owners, including but not limited to roads, security, entry gates and entry signs and landscaping; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Homesites therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful misdeeds.

Section 4.4: Special Assessments

The Board may levy and collect Special Assessments to pay in whole or in part the cost of any major repair or maintenance expenses (to the extent that the Board determines that the Maintenance Charges assessed for any period are insufficient for the continued operation of the Subdivision and maintenance of the Common Areas) or replacement of a capital improvement without the approval or concurrence of the Members. A "major repair or maintenance expense" means any repair to or maintenance of an existing capital improvement that exceeds \$300. "Replacement of a capital improvement" means replacement of any existing capital improvement. Special Assessments must be approved by a vote of at least 60 percent (60%) of the Owners.

Section 4.5: Enforcement of Maintenance Charge and Special Assessment

(a) The Maintenance Charge assessed against each Owner shall be due and payable, in advance, beginning on the date of the sale of such Homesite by Declarant for that portion of the month remaining, and on the second (2nd) day of each month thereafter, and shall be billed in connection with monthly dues for membership in the Club. Any such amount not paid shall be deemed delinquent, and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid.

(b) To secure payment of the Maintenance Charge, Special Assessments levied hereunder, and any other sums due hereunder (including without limitation interest, late fees or delinquency charges), a vendor's lien and superior title shall be and hereby is reserved in and to each Homesite and Unit and is hereby assigned and transferred (without recourse on or warranty by Declarant) to the Board, which lien shall be enforceable as hereinafter set forth by the Board. The liens described in this section 4.5 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Homesite and any renewal, extension, rearrangements, or refinancing thereof. The collection of such Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs, and attorney's fees shall be chargeable to and be an obligation of the defaulting Owner. The voting rights of any Owner in default in the payment of the Maintenance Charge, Special Assessment or other charge owing hereunder for which an Owner is liable, may be revoked by action of the Board for the period during which such default exists.

(c) Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Office of the County Clerk of Bastrop County, Texas, of an affidavit, duly executed, sworn to and acknowledged by an officer of the Board, setting forth the amount owed, the name of the Owner or Owners of the affected Homesite, according to the books and records of the Board, and the legal description of such Homesite.

(d) Each Owner, by acceptance of a deed to his or her Homesite, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Homesite and hereby vests in the Board the right and power to bring all actions against the Owner or Owners personally for the collection of such unpaid Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Homesite, each Owner by acceptance of such deed expressly GRANTS, BARGAINS, SELLS, AND CONVEYS to the President of the Board serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Homesite, and all rights appurtenant thereto, in trust, for the

purposed of securing the aforesaid Maintenance Charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Board and attested to by the Secretary of the Board and filed in the Office of the County Clerk of Bastrop County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as herein above provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Homesite, and all rights appurtenant thereto, at the door of the County Courthouse of Bastrop County, Texas on the first Tuesday in any month between the hours of 10:00 AM and 4:00 PM to the highest bidder for cash at public venue after the Board shall have given notices of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Homesite and his or her heirs, executors, administrators, and successors. The trustee shall give notice of such proposed sale by posting a written notice of the time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Council. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Corporation, in a post office of official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facia evidence of the fact of such service.

(e) At any foreclosure, judicial or non-judicial, the Board shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due that are covered by the lien foreclosed. From and after any such foreclosure the occupants of such Homesite shall be required to pay a reasonable rent for the use of such Homesite and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Homesite by forcible detainer without further notice.

(f) It is the intent of the provisions of this section to comply with the provisions of Article 3810, Texas Revised Civil Statutes, relating to non-judicial sales by power of sale and, in the event of the amendment of said Article 3810 hereafter, which amendment is applicable hereto, the President of the Board, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to these Restrictions filed in the Office of the County Clerk of Bastrop County, Texas, amend the provisions hereof so as to comply with said amendments to Article 3810.

Section 4.6: Equality of Assessments and Charges

Any assessments or charges under this Article 4, whether monthly or special, payable by each Homesite shall be determined by dividing the total Assessment or Charge fixed by the Board by the total number of Homesites in the Subdivisions.

Article 5: Insurance

Section 5.1: General Provisions

The Board shall obtain insurance for the Subdivision in such amounts as the Board shall deem desirable.

Section 5.2: Policies

All policies of insurance provided for in this article 5 shall name as insured ColoVista Estates, Inc. as trustees for each Owner. Each such policy shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Board. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 5 shall be held and disbursed by the Board in accordance with these restrictions.

Section 5.3: Subrogation

Each Owner agrees to hereby waive all rights of subrogation against the Declarant that they may have now or in the future under or with respect to any insurance policies.

Section 5.4: Individual Insurance

Each Owner shall be responsible for insuring his or her Homesite and his or her Unit, its contents, and furnishings. All Policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance, if any, obtained by the Board for the benefit of all of the Owners as provided above. Each Owner, at his or her own cost and expense, should carry an individual policy of liability insurance insuring against the liability of such Owner.

Article 6: Fire and Casualty; Rebuilding

Section 6.1: Rebuilding

In the event of a fire or other casualty causing damage or destruction to a Homesite or the Unit located thereon, the Owner of such damaged or destroyed Homesite or Unit shall within three (3) months after such fire or casualty contract to repair or reconstruct the damaged portion of such Homesite or Unit and shall cause such Homesite or Unit to be fully repaired or reconstructed in accordance with the original Plans therefore or in accordance with new plans presented to and approved by the Board, and shall promptly commence repairing or reconstructing such Unit, to the end that the Unit shall not remain in a partly finished condition any longer than reasonably necessary for completion

thereof. Alternatively, such damaged or destroyed Unit shall be razed and the Homesite restored as nearly as possible to its prior condition.

Section 6.2: Payment of Insurance and Proceeds

All insurance proceeds and other funds received by the Board pursuant to these Restrictions as a result of fire or other casualty loss causing damage or destruction to the Club or Recreational Areas shall be applied toward the cost of repair, restoration, or rebuilding of the damaged Club or Recreational Areas. Any funds remaining after the repair, restoration, or rebuilding of such damaged Club or Recreational Areas shall be retained by the Board as part of the Maintenance Fund.

Section 6.3: Indemnity of Owners

Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of (i) his or her family, tenants, guests, invitees, agents, or employees, or of (ii) any other resident or occupant of his or her Unit, and shall indemnify all other Owners against any such costs.

Article 7: Annexation of Additional Land

Section 7.1: Addition by Declarant

Declarant hereby declares that it presently contemplates that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, Additional Land including but not limited to lands to be used for additional single family residential development, Townhouse or Condominium development, or Conference Center development in connection with the operation of the Club for recreational or resort type purposes. These Restrictions shall become effective with respect to any such annexed Additional Land on the date upon which there is filed for record in the Office of the County Clerk of the county or counties in which the same are located, a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the Additional Land and list the Homesites that then constitute the Subdivision, shall refer to these Restrictions, and shall declare that these Restrictions shall apply to and affect such Additional Land that Declarant intends to add to the Subdivision. The Supplemental Declaration shall specify the number of Homesites that are being annexed to the Subdivision by reason of the filing for record of said Supplemental Declaration. Upon the filing of the Supplemental Declaration, each Homesite comprising the Additional Land shall be included within the definition of Homesites as set forth in Article 1 hereof. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the annexation of Additional Land. Annexation of Additional Land may be accomplished by Declarant without the consent of any other party or entity. Alternatively, any Additional Land added by Declarant which shall be for alternative use than single family residential as contemplated hereunder, shall be restricted by separate restrictions with regard to that particular section of the Development but shall supplement these restrictions by including such Additional Land as part of the Subdivision with alternative use.

Section 7.2: Encompassing Nature of the Restrictions

Upon the filing of a Supplemental Declaration in compliance with the provisions of Section 6.1 annexing Additional Land to the Subdivision, these Restrictions shall further apply to and affect all of the property described in these Restrictions and the property described in any such Supplemental Declaration and shall also bind all Owners of any part of such property with the same effect as if the property described in the Supplemental Declaration were originally (i) subject to and described in these restrictions together with the alternative uses allowed in any supplement, and (ii) included within the definition of "Land." Thereafter, the powers and responsibilities of the Board shall be co-extensive with regard to all property included within the Subdivision, as expanded, and the Board shall, pursuant to the provisions of these Restrictions, constitute the Board for the Subdivision, as expanded, and the rights, obligations, and duties of each Owner shall be determined in the same manner that the rights, obligations and duties of the Owners were determined prior to the recordation of such Supplemental Declaration. The Board shall thereupon continue to maintain one Maintenance Fund for the collection and disbursement of moneys as required and permitted hereby for the maintenance, repair, and operation of the Subdivision, as expanded, and the Subdivision, as expanded, shall be deemed to be a multi-use residential recreational project for the purposes, and in accordance with the provisions, of these Restrictions as expanded or supplemented.

Section 7.3: Declarant's Power to Expand the Subdivision

Declarant further reserves the right, at any time and from time to time, without the consent of any other party or entity, to take such action as may be deemed necessary by Declarant to expand satisfactorily the Subdivision. Declarant further reserves the right, without the consent of any other party or entity, to make successive additions, deletions, and modifications to these Restrictions with respect to the Additional Land from the remainder of the Subdivision, or as may be necessary or desirable for any other reason. Such additions, deletions, and modifications to these Restrictions with respect to the Additional Land from the remainder of the Subdivision, or as may be necessary or desirable for any other reason. Such additions, deletions, and modifications shall be set forth in the Supplemental Declaration relating to such portion of the Additional Land.

Section 7.4: Declarant's Power of Attorney

Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article 6, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable.

Section 7.5: Additional Land Not Subject to Restrictions Until Annexation

These Restrictions, including but not limited to this article 6, do not presently create any interest in or with respect to the Additional land, and these Restrictions shall not affect in any manner all or any part of such Additional Land unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this article 6.

Article 8: Amendment to Declaration and Subdivision and Duration of Restrictions***Section 8.1: Amendment by Declarant***

Notwithstanding anything to the contrary contained in these Restrictions, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record in the Office of the County Clerk of Bastrop County, Texas, so long as such amendment (in the sole discretion of the Board) will not be inconsistent with the general and overall plan for the development of the Subdivision.

Section 8.2: Amendment

Except as otherwise provided by law and by Section 6.1, the provisions hereof may be amended by an instrument in writing signed by not less than two-thirds (2/3rds) of the total votes of Owners. No such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk in Bastrop County, Texas.

Section 8.3: Duration

These Restrictions shall remain in full force and effect until October 31, 2020, and shall be extended automatically for successive five year periods; provided, however, that these Restrictions may be terminated on November 1, 2020, or on the commencement of any successive five year period; by filing for record in the Office of the County Clerk in Bastrop County, Texas, by an instrument in writing signed by not less than two-thirds (2/3rds) of Owners.

Section 8.4: Amendment to Plat or Subdivision

Notwithstanding anything to the contrary contained in these Restrictions, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, whether such other party or entity own any portion of the Homesite or Homesites herein described, to realign or amend any Homesite or Homesites within the Subdivision which may be owned by Declarant, whether such realignment or amendment increases or decreases the size of such Homesite or Homesites, and to file, seek approval of, and record any and all replats, amended plats, or other revisions to the plat of the Subdivision, so long as such realignment or amendment does not materially destroy the overall plan for the development of the Subdivision and is effected in accordance with applicable state, county, and municipal law. Declarant shall further have the right and hereby reserves the right at any time to construct or approve the construction of a Unit across the Homesite lines of any Homesites held in common ownership. For purposes of effecting these rights, each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of filing, recording, and seeking any and all necessary approvals and recordings for amended plats or replats made or sought pursuant to this provision, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable.

Article 9: Miscellaneous

Section 9.1: Severability

In the event of the invalidity or partial invalidity or partial unenforceability of any provision or a portion of these Restrictions, the remainder of these Restrictions shall remain in full force and effect.

Section 9.2: Rules and Regulations

The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of these Restrictions, but in the event of a conflict, these Restrictions shall control. Each Owner, by accepting these Restrictions do hereby accept the terms of the Rules and Regulations, as the same may be amended from time to time.

Section 9.3: Exhibits

The exhibits attached hereto are hereby incorporated by reference into these Restrictions for all purposes as if set out by verbatim herein.

Section 9.4: Number and Gender

Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities, and associations of every kind or character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 9.5: Articles and Sections

Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to Articles and Sections are to Articles and Sections of these restrictions.

Section 9.6: Delay in Enforcement

No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 9.7: Limitation of Liability

Declarant, as well as its partners, agents, employees, officers, directors, and their respective officers, directors, agents, and employees, shall not be liable to any Owner or lessee of the Land or any portion thereof or to any other party for any loss, claim, or demand in connection with a breach of any provision of these Restrictions by any party other than Declarant.

Section 9.8: Enforceability

The Restrictions adopted and established for the Subdivision by these restrictions are imposed upon and made applicable to the Subdivision and shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each purchaser, grantee, Owner, and lessee in the Subdivision, or any portion thereof, and the respective heirs, legal representatives, successors, and assigns of the Subdivision, the Association and each such purchaser, grantee, Owner, and lessee.

Section 9.9: Remedies

In the event any one or more persons, firms, corporations, or any entities shall violate or attempt to violate any of the provisions of these Restrictions, the Declarant, each purchaser, grantee, Owner, or lessee of the Land, or any portion thereof, may institute and prosecute any proceeding at law or in equity (I) to abate, prevent, or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by the Owner, in addition to all other rights and remedies available to it at law, in equity, or otherwise, the Board shall have the right to pursue any or all of the following remedies:

- (a) The Board may restrict the right of such Owner to use the Country Club in such a manner as the Board deems fit or appropriate; and
- (b) The Board may restrict the right of such Owner to vote in any regular or special meeting of the Members.

Executed this 29th day of February, 1996

DECLARANT:

ColoVista Estates, Inc.

Leslie L. Appelt

By: Leslie L. Appelt, President

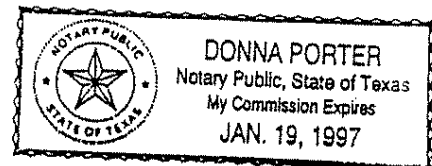
STATE OF TEXAS

COUNTY OF TEXAS

This instrument was acknowledged before me on the 29 day of February, 1996 by Leslie L. Appelt acting in his capacity as President of ColoVista Estates, Inc., a Texas corporation.

Donna Porter

Notary Public in and for
The State of Texas



Declarant's Address:

ColoVista Estates, Inc.
PO Box 608
Bastrop, Texas 78602