

Canyon Ridge Springs
Covenants, Conditions, and Restrictions

Updated December, 2013

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DECLARATION

WHEREAS THIS DECLARATION governs all Lots within Canyon Ridge Springs, a subdivision in Travis and Burnet Counties, Texas, according to the map or plat thereof recorded in the Official Public Records of Travis County, Document #200000055, and in Cabinet 2, Slides 161B-163B of the Plat Records of Burnet County, Instrument #200001579, subject to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 2000023170, Official Public Records of Travis County, Texas, and Document #1661, Official Public Records of Burnet County, Texas ("Declaration") referred to as "the Property." Unless otherwise expressly defined herein, all capitalized terms shall be construed to have the meanings assigned to them in Section II, Definitions.

THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, and charges, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon any and all persons having any right, title, or interest in or to the Property, or any part thereof.

Each Lot Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

This Declaration may be amended by written agreement of at least 51% of the Lot Owners. No amendment shall be effective until it has been recorded in the Official records of Burnet and Travis Counties.

I. PURPOSE and GUIDELINES

The purpose of this Declaration is to preserve the beauty, integrity and high quality of the Property as it was originally intended and to honor the promise of such to all Lot Owners, present and future. Toward that end, any restrictions found within this Declaration should not be read as being an exclusive list, but rather as examples of those items that do not further the purpose of this Declaration. This document, revised, approved, and duly recorded in February, 2014 revokes and replaces in its entirety the original document recorded in Burnet and Travis Counties in March, 2000.

The expectation is that each Lot Owner will accept individual responsibility to comply with this Declaration.

- 1.0 This Declaration informs and guides Lot Owners about all covenants, conditions, and restrictions that seek to enhance the value of the investment made by Lot Owners by:
- a) Insuring the best and highest use and the most appropriate development and Improvement of each Lot within the Property for residential purposes;
 - b) Protecting Lot Owners against the improper use of theirs and surrounding Lots;
 - c) Preserving, so far as practicable, the natural beauty of the Property;
 - d) Guarding against the erection of unsightly structures, the use of improper or unsuitable materials, and the displaying or storage of items prohibited by this Declaration;
 - e) Encouraging and securing the proper continued maintenance of the land and improvements on each Lot;
 - f) Secure and maintain the proper use of easements within the Property;
 - g) Preserving, as far as practicable, lines of sight from the Lots; and,
 - h) In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by Lot Owners in purchasing Lots and constructing homes.

II. DEFINITIONS

Unless the context otherwise specified or requires, the following words and phrases shall have the meanings hereinafter specified:

- 2.01 **"Articles"** means the Articles of Incorporation of the Association, filed with the Texas Secretary of State.
- 2.02 **"Architectural Review Committee (ARC)"** means the committee created pursuant to *Article Six, Section 6 of the Bylaws of the Canyon Ridge Springs Property Owners' Association* (Revised, January 2013) filed in Travis (File #2010055867) and Burnet (File #201003067) Counties, to review and approve in writing any and all plans for Improvements upon all Lots.
- 2.03 **"Assessment"** means any assessment levied by the Association under the terms and provisions of this Declaration.
- 2.04 **"Association"** means the Canyon Ridge Springs Property Owners Association, Inc.
- 2.05 **"Board"** means the Board of Directors of the Association.
- 2.06 **"Bylaws"** means the Bylaws of the Association, as adopted by the Association and amended from time to time.
- 2.07 **"Cement board products"** means exterior siding made of cement-like materials. (*HardiePlank®* is one example.)
- 2.08 **"Common Areas"** means that portion of the Property owned by the Association for the common use and enjoyment of the Lot Owners in the Association. The Common Areas to be owned by the Association shall include:
 - a) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof identified thereon as "Greenbelt" or "Amenity Area,"
 - b) the unpaved and landscaped areas through the Property and other streets within the Property, and
 - c) those areas of land deeded to the Association.
- 2.09 **"Commercial Use Vehicle"** means any self-propelled or towed vehicle used to transport more than 8 passengers for compensation (*e.g.*, bus) or has a classification greater than a Class 4 (*i.e.*, gross vehicle weight rating of more than 16,000 pounds) used for hire to transport material goods (*e.g.*, semi, tractor-trailer).
- 2.10 **"Declaration"** refers to this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.

- 2.11 **"Improvement"** means every structural modification made to a Lot; be it the addition or removal of a structure of any kind, repurposing of an existing structure, installing or changing a structure.
- 2.12 **"Lease" or "Leased"** is the regular, exclusive occupancy of a dwelling by any Person other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity.
- 2.13 **"Lot" or "Lots"** shall mean and refer to any parcel or parcels of land within Canyon Ridge Springs and shown upon any recorded subdivision map as a lot therein, and which is or may be improved with a Residential dwelling.
- 2.14 **"Lot Owner"** means and refers to the record owner, whether one or more persons or entities, of title to a Lot or Lots, but specifically excluding a person or entity with an interest in a Lot or Lots merely as security for the performance of an obligation. A mortgagee is not a Lot Owner.
- 2.15 **"Outbuilding"** means a structure distinguished from a Residence or Secondary Structure by being less than or equal to 150 square feet (*e.g.*, a storage or utility shed).
- 2.16 **"Peripherals"** means propane/butane tanks, air conditioner units, rain collection barrels/tanks, satellite dishes, and similar elements associated with the Residence or Secondary Structure.
- 2.17 **"Private Roadways"** means internal roadways depicted on a final Property plat for all sections of Canyon Ridge Springs. Unless the Association otherwise elects, the Private Roadways shall not be dedicated to or maintained by Travis and/or Burnet Counties.
- 2.18 **"Property"** means all land in Travis and Burnet Counties, Texas, which has been platted as Canyon Ridge Springs Subdivision, recorded as such in the respective Travis and Burnet counties. It is synonymous with Subdivision.
- 2.19 **"Recreational Vehicle"** means any motor vehicle designed or modified for use over unimproved terrain if used for recreation or pleasure off a public way. This includes self-propelled or towed units equipped with living space commonly called campers or RVs and aquatic vehicles such as boats or jet skis.
- 2.20 **"Residence" or "Residential Structure"** means the primary structure associated with or accessory to dwelling on a Lot.
- 2.21 **"Secondary Structure"** means structures of significant size (greater than 150 square feet) and includes detached garages, workshops, guest houses, and barns.

- 2.22 **"Solar Panels"** means an alternative energy product made up of photovoltaic modules or photovoltaic cells designed to generate electric power that can be stored in batteries and utilized in residential buildings.
- 2.23 **"Street"** means the Private Roadway abutting the front of a given Lot where "front" is considered the side of the Residence with the driveway for primary entrance.
- 2.24 **"Surface Easement for Governmental Functions"** means an easement granted across all Private Roadways in Canyon Ridge Springs and all adjoining Common Areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, electrical and water utilities and cooperatives, solid and other waste pickup and any other purpose any governmental authority shall deem necessary.
- 2.25 **"Wind Energy"** means energy collected from motion caused by winds. Wind energy is collected by turbines with rotors that spin when the wind blows, turning the turbine to generate electric power that can be stored in batteries and utilized in Residential buildings.
- 2.26 **"Xeriscaping"** means a method of landscaping in arid and semi-arid climates that emphasizes water conservation through efficient irrigation, drought tolerant plants, and mulch, and the replanting of any natural habitat disturbed during construction of a Residence, driveway, and outbuildings.

III. ADDITIONS to the PROPERTY

The Association, its successors and assigns, shall have the right and option at any time prior to December 31, 2029 to bring within the scheme of this Declaration additional real property, so long as such property is contiguous to the real property subject to this Declaration at the time of such addition; 2/3 of the Association consents to the addition; and the Lot Owners of such additional properties consent. The Association shall record a Notice of Addition of Land describing the properties to be made subject to the terms of this Declaration, if and when additional properties are brought within the Declaration in accordance with the requirements set forth above. Upon recordation of such Notice of Addition of Land, then and thereafter, the Lot Owners of all Lots in the Property shall have the rights, privileges and obligations with respect to all of the Property (including such additional properties) in accordance with the provisions of, and to the extent set forth in this Declaration.

IV. GENERAL RESTRICTIONS

- 4.01 Residential Property. Each Lot shall be used exclusively for single family Residential purposes. Any Residential Lot may be classified as "agricultural" by any county for ad valorem taxation purposes provided that the Lot is in compliance with all covenants, conditions, restrictions, easements and charges in this Declaration.

As a general rule, rental properties within the Property are discouraged. Acknowledging that there may be extenuating circumstances, the following restrictions apply and require Board approval to grant an exception.

- a) All Leases shall be in writing and shall have a term of at least six months but no longer than 24 months. Extensions are granted on a case-by-case basis by the POA Board.
- b) The Lot Owner must reside in the house for a period of two years prior to leasing with the expressed written intent to reside in the property after the lease term expires.
- c) Expressly prohibited is an investor or non-resident using a house as a perpetual rental property.
- d) The Lot Owner shall be responsible for providing a copy of the current Covenants, Conditions and Restrictions to the tenant prior to execution of the Lease and shall monitor enforcement and compliance with the Covenants, Conditions and Restrictions by the tenant.
- e) No lease shall be signed without Board approval. The Lot Owner shall notify the Board of the Lease and provide a copy the Lease agreement with additional information the Board may reasonably require to verify compliance of this Declaration.

- 4.02 Unsafe and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the previous statements—

- a) No celebratory gunfire (also called aerial firing) shall be discharged upon any part of the Property. No gun range or target practice is permitted on any Lot.
- b) No explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of Improvements thereon).
- c) No open fires shall be lit or permitted except under carefully monitored and controlled circumstances. Burn bans must always be observed.
- d) No toxic substances shall be dumped or discharged onto or into any part of the Property.
- e) Nothing shall be done or kept on the Property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

- 4.03 Access. Each Lot Owner hereby covenants and agrees that he or she shall not grant or convey road access or other vehicular access over or through his Lot, except for such grants and conveyances approved by the Association.

- 4.04 **Noise.** No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices other than security devices shall be located, used, or placed on any portion of the Property.
- 4.05 **Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas, or other hydrocarbons, minerals of any kind, or for removing or mining rocks or stones, sand, gravel, aggregate or earth, other than in the ordinary course of constructing Improvements thereon. No derrick, windmill, or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot.
- 4.06 **Temporary Structures.** Temporary structures are permitted for use during construction.
- a) Temporary structures shall be maintained from disrepair during construction.
 - b) Temporary structures shall be removed upon completion of construction.
 - c) Temporary structures are never to be used for housing purposes.
- 4.07 **Mobile Homes and Manufactured Housing.** No mobile homes, house trailers or manufactured housing of any type shall be parked or placed on any Lot or used as a Residence, either temporary or permanent, at any time.
- 4.08 **Vehicles.** No vehicle or trailer of any type shall be kept, maintained, constructed, demolished or repaired on or in any street within the Property.
- a) No vehicle or trailer of any type shall have extensive repairs on or in any Private Roadway within the Property that would require the vehicle or trailer to be parked on any Private Roadway overnight.
 - b) No motorized vehicles of any kind shall be operated in a manner which creates danger or a nuisance to other members of the POA.
 - c) Commercial Use Vehicles, Recreational Vehicles, and trailers are to be parked in the rear half of the Lot and not be readily visible from the Street or other Private Roadway while on any Lot.
 - d) Lot Owners may park Recreational Vehicles overnight upon their private driveway for general maintenance, trip preparation, and cleaning for a period of 10 consecutive nights.
 - e) Any vehicle or trailer that is permanently parked and would be readily visible from the Street or other Private Roadway within the Property shall be screened with ARC-approved materials or stored in an ARC-approved structure.
 - f) None of the above shall ever be used as temporary or permanent housing.
- 4.09 **Camping.** No overnight camping will be permitted other than by the Lot Owner(s) of a Lot and his/her family members or guests on an occasional (e.g., weekend) basis.

- 4.10 Abandoned, Junked, Dilapidated Items. No Lot shall be used as a depository for abandoned or junked motor vehicles, accessories, parts or objects associated with cars, trucks, trailers, buses, and recreational vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or dilapidated structure shall be kept on any Lot.
- 4.11 Animals and Farming. The Lot Owner of any animal shall be responsible for restricting the movement of his or her animals, including dogs and cats, to that Lot Owner's Lot or Lots.
- a) Horses and donkeys are allowed at a density of one animal per two (2) acres owned in order to allow continued growth of grasses and forage and will not cause or materially contribute to soil erosion or damage to trees and shrubs. No horses or donkeys are permitted for Lots that border Cow Creek Road (4, 31, 32, 33, 34, 35, and 36).
 - b) No poultry, swine, or cattle may be kept, bred or maintained on any Lot. In general, all other livestock farm animals (such as—but not exclusively—goats, sheep, llamas, ostriches) are not permitted.
 - c) An exemption may be filed with the Board in writing for short-term show animals (4-H, FFA, school) or other special needs.
 - 1) The exemption must specify in writing the reason for the request, the intended duration, and the plan for restricting movement and maintaining sanitary conditions.
 - 2) The decision of the Board will be provided in writing within 30 days of the date of the receipt of the request.
 - 3) The decision of the Board is final and shall not be considered to establish a precedent for future exemption modification or amendment of the terms and provisions of this Declaration.
 - d) No commercial riding stables, feed lots or kennels are allowed.
 - e) Maintenance of barn, grazing, and run areas shall at all times conform to the current rules and regulations related to the condition of premises and health and safety of humans and animals promulgated by the Texas Department of Health and the Texas Commission on Environmental Quality. Animal barns and run areas must be kept sanitary and reasonably free of insects, refuse, and waste at all times.
 - f) Farming, including row crops, will be permitted provided that the crops are located at the back one-third of the Lot. *Commercial* or professional farming is never allowed on any Lot or Common area on the Property.
 - g) Orchards or vineyards may be located anywhere on the Lot.
- 4.12 Lot Fencing. Fences may be built on any Lot at the side and rear property lines and along the easement line on the street side of a Lot. All materials and plans for placement of all fences must be approved in writing by the Architectural Review Committee prior to installation. All fences shall be kept in good repair.

- 4.13 Signs and Signage. No signs shall be erected or maintained on any Lot except the following types of signs:
- a) such signs as may be required by legal proceedings;
 - b) job identification signs, not larger than 36" by 48", during construction of Improvements;
 - c) not more than two homeowner identification signs, a combined maximum of 12 square feet; and
 - d) one "For Sale" sign not larger than 3 feet by 3 feet at the Street of the Lot.
- 4.14 Sight Distance at Intersections within the Property. Corner Lot Owners shall not construct or permit to remain in place a fence, wall, hedge, shrub planting, or sign which obstructs sight lines at elevations between two feet and six feet above the surface of any Private Roadway in the Property.
- 4.15 Storage and Screening. Materials storage piles, clotheslines, and other peripherals must be located or screened so they are not readily visible from the street or adjoining Lots. Screening plans and materials must be approved by the Architectural Review Committee.
- 4.16 Outbuildings. These structures (defined in Section 2.15) are to be located to the rear or side of the Lot. Outbuildings are to be constructed of approved materials. {see Section 5.09 b) 7)}
- 4.17 Appearance of Improvements and Landscaping on each Lot. Maintenance is essential for the overall appearance of the Property.
- a) Each Lot Owner shall keep all Improvements upon any Lot in good condition and repair at all times.
 - b) Driveways shall be maintained for a distance of at least 12 feet from the improved or paved portions of the Private Roadways within the Property.
 - c) All landscaping visible from the Street and adjoining Lots shall be kept cultivated, mowed, trimmed, pruned, and free of trash and other unsightly materials.
 - d) All fences visible from the Street and adjoining Lots shall be properly maintained with no missing or broken components. Wooden fences are to be treated or painted to prevent discoloration and rotting. Metal fences are to be kept free of rust and corrosion.
 - e) All antenna masts, flag poles, and similar structures will have a maximum height of 35 feet above the ground.
- 4.18 Business Activities. In-house business activity is permissible, provided that such activity is in no manner evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than three vehicles at any given time or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in Residences on Lots.

V. PLAN REVIEW, CONSTRUCTION, and IMPROVEMENTS

5.01 Approval of Plans and Specifications.

- a) All structural Improvements as to be visible from the Street require approval of the location and plans by the Architectural Review Committee (ARC). [The ARC is defined in the Canyon Ridge Springs Bylaws: Article 6, Section 6.]
- b) In cases where additional Improvements are planned following the initial written approval of previously approved plans or Improvements, Lot Owners must submit all new plans and specifications to the ARC for review and written approval using the procedures outlined herein before construction or installation may commence.
- c) The ARC shall receive from the Lot Owner and/or his or her architect/builder or other representative details for the proposed Improvements, including but not limited to:
 - 1) All plans with dimensions for structural Improvements;
 - 2) Reference locations as shown on copy of the Plat of the Lot(s);
 - 3) Descriptions of all exterior materials and finishes for the structures.
- d) The ARC may require a Lot Owner to provide additional information as it deems relevant and may postpone review of plans and specifications until such time as it has received all information requested.
- e) After the ARC receives a proposal for improvements,
 - 1) The ARC shall have one week (7 days) to provide the Lot Owner written acknowledgement of the proposal.
 - 2) The Lot Owner will be notified in writing of all required additional information within two weeks (14 days) of receipt of the proposed Improvements.
 - 3) Upon receipt by the ARC of all the required information, it shall have three weeks (21 days) in which to review plans and specifications and to provide a written response to the Lot Owner.
 - 4) In the event that the ARC fails to issue its written response within three weeks (21 days) of its receipt of the last of the materials or documents required to complete the Lot Owner's submission, the ARC's approval shall be deemed to have been granted without further action.
- f) The ARC shall not require a fee for the review of submitted plans and specifications.
- g) In the rare event of an unforeseen situation where a previously approved plan requires an immediate decision beyond the control of the Lot Owner and without time to obtain written approval from the ARC, the Lot Owner will first to obtain verbal approval from an ARC member. If not ARC member can be reached, the Lot Owner may elect to incorporate a change provided the change does not violate any requirement within this Declaration.

5.02 Standards for Approval.

- a) The proposed Improvements will be approved by the ARC based on:
 - 1) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property;
 - 2) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross-platted building setback lines;
 - 3) the Improvements will not result in the reduction in property value, use, or enjoyment of any of the Property;
 - 4) and the Lot Owner is current in all assessments.
- b) The responsibility of the ARC as defined in Article Six, Section 6 of the Bylaws is to review plans submitted for approval by POA members for the construction of improvements and to determine the compliance with this Declaration.
 - 1) The ARC decisions will be based on the appropriate interpretation of this Declaration and the details of Improvement request and not on personal preference, individual style, technical opinions, or non-governing ordinances.
 - 2) The ARC responsibilities do not including reviewing any proposed Improvement from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.
- c) The ARC may schedule an inspection with the Lot Owner(s) during construction to ensure compliance with approved plans and specifications. It is the responsibility of the Board, who is granted the power in Article Five, Section 4 of the Bylaws, to enforce the provisions of this Declaration.
- d) Approvals granted by the ARC will be delivered to the Lot Owner(s) in writing and the Board will be notified of the approval.
- e) When the ARC denies an Improvement request, the ARC shall supply in writing the reason(s) with references to specific language within this Declaration. A record of the denial will be provided to the Board kept on file with the Association records.
- f) When an Improvement does not meet the requirements put forth in this document, the Lot Owner may apply to the ARC for a variance.

5.03 Variance Requests.

- a) All variance requests from compliance with any of the provisions of this Declaration must be received by the ARC in writing.
- b) For a variance to be granted, it shall not impair or detract from the high quality development of the Property and is justified due to unusual or aesthetic considerations or circumstances.
- c) The variance request and ARC decision shall notify the Board in writing within two weeks (14 days). The Board reserves the right to deny the variance request.
- d) In the event that the Lot Owner does not receive a written response within four weeks (28 days) of the submission of the variance request to the ARC, approval shall be deemed to have been granted without further action.
- e) The variance is applicable only to the particular Lot named in the request and effective only in the instance covered by the variance.
- f) The variance shall not be considered to establish a precedent future waiver, modification or amendment of the terms and provisions of this Declaration.
- g) A record of the variance request and ARC decision will be kept on file with the Association records.

5.04 Appeal Process.

- a) The Board has final decision authority for Approval of Plans and Specifications.
- b) In the event that the Lot Owner chooses to appeal the decision rendered by the ARC, the appeal must be received within two weeks (14 days) by the ARC in writing.
- c) The ARC will forward the appeal along with the plans, the ARC decision, and the reasons for that decision within one week (7 days) in writing to the Board.
- d) The Board shall have three weeks (21 days) in which to review the appeal and to provide a written response to the Lot Owner and the ARC.
- e) A record of the appeal and decision rendered by the Board will be kept on file with the Association records.

5.05 Land Clearing.

In an effort to preserve the natural beauty and integrity of Canyon Ridge Springs, no Lot or tract shall be clear-cut of all native foliage and vegetation. This is applicable prior to, during and after construction is complete.

5.06 Water Runoff and Dams.

- a) Nothing shall be done or permitted to remain on any Lot which interferes with surface runoff in such a manner as to cause such water runoff to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any Private Roadway or ditch.
- b) No dams are permitted on any creek or waterway within the Property.

5.07 Construction Activities.

- a) This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of Improvements by a Lot Owner. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area.
- b) After construction has begun, work shall proceed on a schedule commensurate with industry standards. All structural improvements will be completed within one year from the date of first construction.
- c) During construction of any type, all adjoining roadways and thoroughfares shall be kept free from debris.
- d) The ARC may schedule an inspection with the Lot Owner(s) during construction. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual good construction practices in the area as determined by the Association, the Board shall have the authority to seek and obtain an injunction to stop such construction.
- e) If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then the Association may arrange for such debris to be removed and the Lot Owner shall be liable for all expenses incurred.
- f) No temporary or portable structures of any kind shall be placed upon any Lot or the Property without prior written approval of the Architectural Review Committee. Temporary structures necessary for office space and the storage of tools and equipment during actual construction of Improvements may be maintained for a period of up to one year. Temporary structures approved for construction purposes shall never be used as living quarters.

5.08 Setback Requirements, Utility Easements and Protected Common Areas.

- a) Official Plat filings prohibit any structure from being located or erected nearer than 50 feet to the front line abutting the Street. A variance must be filed with the appropriate county.
- b) An easement is expressly reserved in, on, over and through those portions of the Lots as shown on the plats of Canyon Ridge Springs Subdivision Property, to the extent of ten (10) feet from all side and rear Lot lines, and 30 feet from the Private Roadway for the purpose of constructing and installing conduits, telephone lines, electric light pole and lines, water lines and other equipment necessary to supply any public or private utility service.
- c) Additional Common Area is expressly reserved on, over and through that portion of the Property shown on the plats of Canyon Ridge Springs Subdivision Property, which shall be used for Lot Owners under the terms and conditions as set forth.

5.09 Improvement Specifications, Designs and Materials.

- a) All buildings upon the Lots shall be of quality construction and shall be constructed of approved building materials.
- b) Approved specifications and materials are as follows:
 - 1) Brick, stucco, or stone masonry must cover 80% of the exterior wall surfaces for all stories on the front and both sides of all Residential structures. Authentic log-cabin style homes are permissible. **NOTE:** "front" of residential structure means the side facing the Street with the driveway for primary entrance.
 - 2) The back exterior wall of a Residential structure—if not brick, stucco, stone masonry, or log-cabin style—must be covered in wood siding, wood facsimile, or Cement board products.
 - 3) Trim, eaves and overhangs shall be constructed of wood, wood facsimile, stucco, or Cement board products.
 - 4) Corrugated metal and Concrete, Cement or Cinder block are not permissible exterior wall coverings on any structure or fence.
 - 5) Each Residential structure shall be at least 30 feet in width and shall contain 1,750 square feet of finished, heated and air conditioned living space—exclusive of porches (open or covered), decks, and garages.
 - 6) All garages must match any of the materials used on the Residence and be an enclosed structure that is a minimum of 18 feet wide.
 - 7) Outbuildings readily visible from the Street and all Secondary Structures must match the materials used on or planned for the Residence. Outbuildings secluded from the Street must use approved materials. Outbuildings that will be visible from the Street and Secondary Structures to be built prior to the construction of the Residence require approval of the plans for the Residential Structure before the Outbuilding or Secondary Structure can be approved.
 - 8) Fencing materials are to be made of durable materials such as stone, wood, and metal. Wooden fences shall be constructed of cedar, redwood, treated or painted lumber. Plywood, chicken wire, and electric fences are never permitted.
 - 9) Roofs shall be constructed of: minimum 25-year life composition shingles, concrete or clay tile, or painted steel roofing panels (standing seam: AP Panel, CF Panel, R Panel, or U Panel) **NOTE:** "painted" is a metal roofing industry standard term to describe the coating (which is a paint w/resin) that guarantees a 20-30 year roof that will not fade or chip. *Expressly excluded* are corrugated tin, galvanized steel panels, and bare metal that is highly reflective ("shiny").
 - 10) Each Lot shall have a driveway consisting of concrete, concrete pavers or asphalt for at least the first 12 feet from the Street and the remainder of concrete, concrete pavers, asphalt, gravel, crushed rock, or other suitable all weather road base material. Driveways that cross an existing bar ditch in the roadway easement must incorporate an appropriate culvert or drainage pipe so as not to impede or divert water flow.

5.10 Sanitary Septic Systems.

- a) All Residences must have a sanitary septic system to serve each Lot and all Improvements thereon.
- b) Each Lot Owner will be responsible for installing a septic system and drain field at such Lot Owner's expense. No outside, open or pit type toilets will be permitted.
- c) All such systems must be approved by and acceptable to Travis or Burnet Counties and comply with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy.
- d) All septic systems must be located 150 feet or more from any water well on the Property which exists at the time of construction and installation of such septic system, unless a greater distance is required by the state, county or local authority in which case the greater distance shall be required.
- e) Installations, maintenance and regular inspections required by the governing agencies shall be conducted accordingly by a registered professional recognized by the respective counties at the Lot Owner's expense.
- f) The foregoing restriction shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a Residence or other Improvements on such Lot.

5.11 Central Water System.

- a) All Lot Owners, at their own expense, are obliged to connect to the central water system that serves residences within the Subdivision Property and are subject to all fees, assessments, and maintenance costs related to its use.
- b) Only upon full approval from the respective county shall any Lot Owner then request approval from the ARC to drill or operate a water well.
- c) Any such water well may be used only for irrigation.

5.12 Landscaping and Irrigation.

- a) Xeriscaping is strongly recommended to preserve the natural setting, minimize erosion, and avoid the diversion of the centralized domestic (potable) water system that serves Residences within the Property.
- b) Water conservation and private rainwater collection systems are strongly encouraged.
- c) Each Lot Owner shall keep all Improvements upon any Lot in good condition and repair at all times, at his or her own expense. All landscaping visible from the street and adjoining Lots shall be kept cultivated, mowed, trimmed, pruned, and free of trash and other unsightly materials.
- d) Dark Sky lighting is strongly encouraged to minimize light pollution and to conserve the natural, ambient night sky by using low-wattage bulbs on exteriors that are shielded above the horizontal plane and do not exceed the height of the eave of the structure.

5.13 Litter, Rubbish, Debris, Trash and Composting.

- a) No litter, rubbish, debris, or trash (other than that to be picked up by a collection, disposal, or recycling service) shall be kept or stored on any Lot.
- b) Refuse, garbage and trash shall be kept at all times in covered containers and except at times of pickup such containers shall be kept out of sight from the street. Every effort shall be made to minimize odor and unsanitary conditions.
- c) Trash is to be collected at least weekly and under no circumstances shall trash be disposed of through burning on any Lot, unless allowed by the Association.
- d) Any compost pile must be properly maintained and located no closer than 25 feet from any adjoining Lot.

5.14 Green and Alternative Energy.

- a) Solar Panels.
 - 1) Construction or installation of Solar Panels on a Residence, Secondary Structure, or Outbuilding is permissible—subject to ARC approval—provided the panels are installed on the side(s) of the roof or a ground array that does not face the Street.
 - 2) The Lot Owner is permitted to enter into an agreement with the electric utility provider to transmit energy generated by a Solar Panel system back to the electric provider for resale, credits, or other form of consideration.
- b) Wind Energy. No Wind Energy System (WES) is permitted on any Lot with service to that Lot as a secondary or accessory energy source due to visual detracting from the natural beauty of the Property and noise pollution of the drone of the turbines.

IN WITNESS WHEREOF, Declarant Canyon Ridge Springs Property Owners Association, Inc. has executed this Declaration on this 8th day of February, 2014.

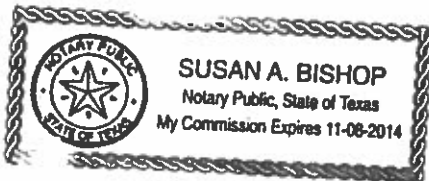
Canyon Ridge Springs Property Owners Association, Inc.

By: *Stephen W. Nash*
STEPHEN W. NASH,
Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

On this 8th day of February, 2014, before me a notary public, personally appeared STEPHEN W. NASH, to me being personally known, who being by me duly sworn, did say that he is the Secretary of Canyon Ridge Springs Property Owners Association, Inc., a non-profit corporation under the laws of the State of Texas, and the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said he acknowledged said instrument to be the free act and deed of said corporation.

Susan A. Bishop
Notary Public



Susan A. Bishop
Printed Name
My Commission Expires: 11-08-14

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