

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS GOOSE CREEK RANCH**

STATE OF TEXAS §
 §
COUNTY OF ATASCOSA §

RECITALS:

- A. WHEREAS, that certain real property subdivision known as “Goose Creek Ranch” (hereinafter referred to as the “Subdivision” or the “Properties”), a subdivision in Atascosa County, Texas according to the plat recorded at Document Number 202300010 in the Plat Records of Atascosa County, Texas (the “Plat”), is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Goose Creek Ranch, recorded at Document Numbers 2023-232943 in the Official Public Records of Atascosa County, Texas; as amended by that certain Declaration of Covenants, Conditions and Restrictions for Goose Creek Ranch, recorded at Document Numbers 2024-240404 in the Official Public Records of Atascosa County, Texas; as further amended by that certain Declaration of Covenants, Conditions and Restrictions for Goose Creek Ranch, recorded at Document Numbers 2024-243881 in the Official Public Records of Atascosa County, Texas (collectively, the “Original Declaration”);
- B. WHEREAS, Section 3.02 of the Original Declaration provides that the Original Declaration may be amended by the approval persons entitled to cast 67% of all votes of all Owners (as defined in the Original Declaration).
- C. WHEREAS, all lots in the Subdivision are owned by Goose Creek Ranch, LLC (“GCR”) or San Juanita Martinez Robles and Paul Matthew Robles (the “Robles”).
- D. WHEREAS, as evidenced by their execution below, GCR and the Robles have approved this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Goose Creek Ranch (the “Restated Declaration”).

NOW THEREFORE, it is hereby declared that:

- 1. The Original Declaration is hereby amended in its entirety and entirely replaced and superseded by this Restated Declaration (hereinafter referred to herein as the “Declaration”), and such Original Declaration shall have no further force or effect upon the Subdivision; and
- 2. All of the lots within the Subdivision shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Subdivision. Such easements, restrictions, covenants and conditions shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1.01 **“Association”** shall mean and refer to Goose Creek Ranch Property Owners Association, its successors, and assigns. The Association shall be charged with the duty of maintenance of the roads of Goose Creek Ranch and shall maintain a fund for the long-term maintenance and upkeep of the roads.

Section 1.02 **“Builders”** shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03 **“Common Area”** shall mean the roads of Goose Creek Ranch and any other real property owned by the Association for the use and benefit of Owners.

Section 1.04 **“Contractor”** shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.05 **“Developer”** The term “Developer” shall mean Goose Creek Ranch, LLC, as well as any other person or entity who is a successor to Goose Creek Ranch, LLC, or who shall have had their rights or duties as Developer assigned to them.

Section 1.06 **“Lot”** shall mean and refer to any plot of land identified as a Lot or home site on the plat of the Subdivision.

Section 1.07 **“Owner”** shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

Section 1.08 **“Properties”** shall mean and refer to Goose Creek Ranch, as shown by the plat thereof recorded in the Plat Records of Atascosa County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

ARTICLE II. RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 **Recorded Subdivision map of the Property.** The plat (“Plat”) of the Subdivision dedicates to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions, and dedications applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments off the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 **Easements.** Developer reserves the non-exclusive right to use the utility

easements and rights-of-way shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Atascosa County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair, and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits, or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his Lot.

Section 2.04 Utility Easements.

(a) Utility easements have been dedicated as shown on the Plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to-cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

(c) In the event that a single Owner shall own two or more adjacent Lots used as a single building site, then the fifteen-foot Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third

party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05 General Drainage Easements. The Plat generally dedicates a thirty- foot wide drainage easement centered on all natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Lot owner. Should a Lot owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot owner shall pay the fees and costs for such expert assistance. The written identification of such natural runoff channels, creeks, or swales may be reduced to an instrument recorded in the Real Property Records of Atascosa County, Texas, which shall be in addition to and shall supersede the general Plat reference for that Lot. Any drainage pattern and/or earthen tank embankment established on the property cannot be blocked in any manner.

ARTICLE III USE RESTRICTIONS

Section 3.01 Single Family Residential Construction and Use. No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one secondary single family residential dwelling with a minimum of 1,000 square feet of living area exclusive of porches and garages and shall be constructed with permanent type new materials utilizing standard building or steel barndominium construction methods. The term “dwelling” does not include singlewide, doublewide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. As used herein, the term “single family residential dwelling” shall be construed to prohibit prefabricated homes, modular homes, manufactured homes, mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, fourplexes, condominiums, or apartment houses.

There may also be constructed workshops, barns, and outbuildings so long as they are of good construction, kept in good repair.

The primary single-story residential dwellings must have a total living area of at least 1,800 square feet, and a two-story residential dwelling must have a total living area of not less than 2,000 square feet, excluding porches, garages and secondary dwelling and be constructed with new materials, except that used brick, stone, wooden beams, doors and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation.

Each residence, excluding barndominiums, shall be 100% brick, rock or stucco masonry construction on exterior walls, and must meet the following standards:

Roofs must be of tile, composition asphalt shingle, or standing seam metal materials

provided, however, that roofing shingles that are designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by composition asphalt shingles, or provide solar generation capabilities, subject to the permissible regulations on them set forth in Section 202.011, Texas Property Code. Barndominiums must be quarter rock on all exterior walls and columns facing Goose Creek Ln.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. During the construction of a dwelling, a camper or recreation vehicle may be used as a temporary residence for up to twelve months, so long as said camper or recreation vehicle is hooked up to an approved septic system. The above said period may not be extended without the express written consent of the Architectural Control Committee. It is specifically agreed that Lot owners shall not excavate, remove, or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Each Lot owner must contact the U.S. Post Office for mail service at the time of construction.

All Lots shall be used for single family residential or agricultural use only. Commercial use is not permitted.

No Lot may be leased for a term of less than six months. No lease is allowed for less than an entire Lot. Upon request by the Association to any Owner whose Lot is being occupied by tenants, the Owner shall provide to the Association the contact information for each person residing on the Lot, consisting of their name, mailing address, phone number and email address.

Section 3.02 Lot Lines / Setbacks. No building of any kind shall be located on any Lot nearer than 100 feet from the front property line, 100 feet to the side or rear property line. The Developer shall have the right to grant exceptions to the setback lines shown on the plat and upon recording an instrument describing such exception in the real property records of Atascosa County, Texas, setting forth the setbacks in such exception shall supersede and replace the new setbacks established in the Subdivision plat. "Rear and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same Owner and used as a single building site, shall mean, respectively, the outermost rear Lots lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single Owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated Owners shall be burdened by the setback lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 3.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, tent, shack, or other outbuilding shall be

maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in section 3.01. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling, or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04 Fences. All fences must be constructed with new materials.

Section 3.05 Prohibition of Offensive Activities. Except as provided in Section 3.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 3.06 Storage, Garbage, and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road rights-of-ways.

Section 3.07 Vehicles. No inoperable, unlicensed automobile, nor any vehicles with one or more flat tires or broken windows, shall be placed on any Lot except in an enclosed structure which meets the requirements of these restrictions. No automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No unsightly trucks, vehicles or equipment shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other Owners.

Section 3.08 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles. No vehicle shall be parked on the Common Area.

Section 3.09 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.10 Signs. Political signs shall be allowed subject to the restrictions for them permissible under Section 259.002, Texas Elections Code. No other signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign not more than 18" x 24", advertising Owner's Lot for sale, rent or during home construction. Developer or an Owner shall have the right to remove any such sign,

which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. The Developer shall have the right to erect any size sign for the purpose of identifying and advertising property so long as such sign is maintained in good condition and removed promptly after marketing ends.

Section 3.11 Driveways. All driveways shall be of a hard surfaced material, finish, and composition for the first one hundred feet of driveway extending from the main road running in front of the Lots. These may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, crushed compacted Lime Base and asphalt. All driveway entrances shall be at least twelve feet in width. A minimum of 18" culvert is required on the driveways of Tracts 1-8 off of the private road. In the event construction of a drive over a drainage area creates a water retention or drainage issue, the Lot owner is solely responsible for the problems created and for remediation the problem.

Section 3.12 Drainage. Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. No construction is allowed in the seasonal creek on the Property. Culverts may not be constructed without prior written approval by the Architectural Control Committee.

Section 3.13 No Firing Ranges. No Lot may be used as a commercial firing range.

Section 3.14 Animals. Provided that such use does not create any condition conflicting with the residential or agricultural nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per two acres of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot.
4. Sheep and Goats, provided that a total of no more than one head per two acres of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot.
5. Poultry, provided that there are no more than 20 birds and odor and noise mitigation measures approved by the Architectural Control Committee are in place.
6. No pigs nor hogs may be raised, kept or bred, except for 4-H or FFA and school supervised programs.
7. Exotic animals, provided that a total of no more than one head per two acres of area

(with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot.

Except as expressly permitted above, no other animals may be raised or maintained on any Lot. In no event shall a Lot be used as a commercial feedlot operation or for the breeding and raising of animals as a commercial operation. Animals (including dogs) must not be permitted to run at large in the Subdivision but must be confined to the Owner's Lot or controlled by a restraint device.

Section 3.15 **Maintenance.** Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All structures and improvements shall be maintained in a good state of painting and repair. All Owners are required to maintain the landscaping from the property line to ten feet inside the Lot on all sides. In the event any Owner fails to maintain their Lot or any improvement thereon in accordance with this Declaration, then, after ten days written notice to the Owner of their default, the Association shall have the right to enter the Lot and do anything necessary to bring it into compliance. The cost of such work shall be a personal obligation of the Owner, and payment of same shall be and is hereby secured by a lien against the Lot in question which may be foreclosed on as a lien for assessments.

Section 3.16 **Home Office/Telecommuting.** Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- (g) Outdoor storage of any items related to the activity is prohibited.

Section 3.17 **No Subdividing.** No Lot shall be subdivided.

Section 3.18 **Conservation and Sustainability Measures.** Solid waste composting, rain barrels, rainwater harvesting systems, efficient irrigation systems, drought-resistant landscaping

and water-conserving natural turf are all allowed, subject to the permissible regulations on them set forth in Section 202.007, Texas Property Code.

Section 3.19 **Solar Energy Devices.** Solar energy devices are allowed, subject to the permissible regulations on them as set forth in Section 202.010, Texas Property Code.

Section 3.20 **Flags and Flagpoles.** Flags of the United States of America, the flag of the State of Texas, and any official or replica flags of any branch the United States armed forces and any official or replica flag of a college or university are permitted, as are flagpoles, subject to the permissible regulations on them set forth in Section 202.012, Texas Property Code. No flag or display vulgar in nature is permitted.

Section 3.21 **Religious Displays.** Religious displays are allowed, subject to the permissible regulations on them set forth in Section 202.018, Texas Property Code.

Section 3.22 **Security Measures.** Security measures, such as security cameras, motion detectors or perimeter fences, are permitted, subject to the regulations allowed on them set forth in Section 202.023, Texas Property Code.

ARTICLE IV PROPERTY OWNERS' ASSOCIATION

Section 4.1 General Principles.

(a) The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be established. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Area. The policy limits shall be determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors and the management company retained by the Association (if any), insuring each against to each other insured as well as third parties. The Association, or any Owner, shall have the right to enforce, as provided in this Declaration, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

(b) Invalidation of anyone of the covenants or restrictions in this Declaration, by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect.

(c) The restrictions, rights, use easements and privileges of the Owners in and to the Common Area as provided herein shall be deemed to be covenants running with the land of the Property and shall be of perpetual duration.

(d) Wherever in this Declaration the Association or Board is empowered to make "rules" and/or "regulations", notice of such rules and regulations must be given to each Owner as

provided in Section 2(f) of this Article. However, the Association may declare a “rule” or “regulation” to have emergency status and then only ten (10) days’ notice shall be required.

(e) Wherever this Declaration gives the Association a right to an Assessment of any nature, the Association shall have all of the rights and remedies regarding said assessment as set forth here regardless of the matter that created the assessment right.

(f) Wherever this Declaration requires notice to any Owner, the Association and/or any other person or entity, such notice shall be in writing given at least ten (10) days in advance of the effective date of the subject matter of the notice unless stated otherwise in this Declaration. Notice to any Owner or mortgage holder shall be at the last known address of said Owner. It shall be the duty of the Owner to provide the Association with their current mailing address.

(g) Wherever this Declaration provides for interest to be paid by any Owner or other person or entity, the interest rate shall be ten percent (10%) compounded annually.

(h) Any “Use Restriction” set forth in this Declaration and/or any rules or regulations made by the Association, or its appointed Committees shall apply to the Owner and to the Owner’s family, guests, tenants, invitees, employees, and agents.

(i) The Association shall maintain the Common Area in the Subdivision, which shall include the roads within the Subdivision until such time as the roads have been accepted for public maintenance by the County of Atascosa.

Section 4.2 Owner's Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association, to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area;

(b) The right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Property of any part thereof, any grant or dedication made by Developer prior to this Declaration or within the Development Phase;

(c) The right of the Association to borrow money for the purpose of improving the Common Area or to enable the Association to accomplish any action required or allowed by this Declaration and in aid thereof, to mortgage the Common Area. The rights of any such Mortgagee shall be subordinate to the rights of the Owners hereunder;

(d) The right of the Association to assess the Lots and the Owners thereof for the expenses required by the Association to accomplish any action required or allowed by this Declaration as more fully set forth in Article IV of this Declaration;

(e) The right of the Association to enforce any “Use Restriction” set forth in Article III or any deed restrictions or restrictions created by the plat of the Association Property, or any use restriction created by local, state, or federal law by judicial process; and,

(f) The right of the Association to enter into a management contract with a commercial provider to assist the Association with its duties and responsibilities provided that any such agreement shall be terminable at will by the Association for cause and terminable without cause on not less than sixty days written notice.

Section 4.3 Members.

Every Owner of a Lot or any part of a Lot which is subject to any assessment set forth in this Declaration shall be a "Member" of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or any part of a Lot which is subject to any assessment set forth in this Declaration.

Section 4.4 Voting Rights.

Each Member, if current on all assessments, shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and/or entities shall be Members and the vote of said Lot shall be exercised as they determine, but in no event shall said vote be split on any issue and in no event shall any Lot have more than one vote except the Developer, who will have three votes per Lot owned.

Section 4.5 Covenants for Assessments; Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it be expressed in said deed, is deemed to covenant to agree to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments to be established and collected as herein provided; and (3) any other assessment provided for by this Declaration. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the Lot and shall be secured by a continuing lien on the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner(s) of such Lot at the time the assessment came due. If an Owner conveys a Lot and assessments against the Lot are unpaid, the Owner shall pay the past due assessments at the time of sale.

Section 4.6 Purpose of Assessments.

(a) The assessments levied by the Association shall be used for the improvement, operation, administration, management, preservation, and maintenance of the Common Area, the compliance with any federal, state, or municipal rule, statute or ordinance affecting the common area or any part thereof, the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services to the Lots or to enable the Association to accomplish any other acts required or allowed by this Declaration. The Common Area consists of the roadway of Goose Creek Ranch.

(b) The Association shall maintain an adequate reserve fund for the repair and replacement of the Common Area and shall prepare an annual budget for the regular maintenance of the Common Area, taxes, insurance and other expenses of the Association.

Section 4.7 Basis for the Assessments.

Unless affected by some compensation plan approved by the Declarant or the Board of

Directors of the Association, each Lot which has been conveyed to an Owner shall be assessed at the same rate for the Annual Assessment and/or any Special Assessments. The Assessment as of the date of this Declaration is \$250.00 per quarter, due on the date of closing of the purchase of the Lot and on the first day of January, April, July, and October for each succeeding period.

Section 4.8 Annual Assessments.

(a) The Association shall prepare a Budget for the ensuing year no later than the 30th day of October each year. Said Budget shall include funds needed for a reserve fund and the Association may budget for contingencies. The Annual Assessment shall be based on the Budget requirements.

(b) The Annual Assessment may be increased each year by not more than 15% (such percentage increase may be cumulative from year to year) above the previous assessment without a vote of the Members unless such increase is necessary for compliance with any Water Pollution Abatement Plan affecting the Property. The Annual Assessment may be increased in excess of 15% over the previous assessment after an affirmative vote of 51% of the Owners who vote on the issue which vote shall be taken at a meeting called as provided in Section 10 below.

(c) The Board of Directors shall fix the Annual Assessment as stated above and send written notice of any change in the Annual Assessment to each Owner subject thereto at their last known address at least thirty days prior to the effective change. The Association shall, upon demand, furnish a Certificate signed by an officer or manager of the Association, setting forth whether the Assessments on a specific Lot has been paid. The Association may charge a reasonable fee for the preparation of said Certificate. The holder of any validly recorded purchase money mortgage indebtedness on a Lot shall be furnished with notice of any delinquency in the payment of assessments relating to said Lot unpaid for a period of sixty days, providing said mortgage holder has notified the Association of its desire to be so notified and provides the Association with a current address.

Section 4.9. Special Assessments.

In addition to the Annual Assessment, the Association may levy a Special Assessment applicable only to that fiscal year. Such Special Assessment may be levied for expenses that are over and above the Annual Assessment. However, no Special Assessment for any purpose shall become effective until after an affirmative vote of fifty-one percent (51%) of the Owners who vote on the issue, which vote shall be taken at a meeting called as provided in Section 10 below.

Section 4.10. Notice and Quorum for any Action Under Section 8 and 9 Above.

(a) Any action under Section 8 and 9 above that requires a vote of the Owners shall be taken at a meeting called for that purpose upon:

- (1) Written notice to each Owner entitled to vote at his last known address; and,
- (2) Notice given no less than thirty but no more than sixty days prior to the date set for the meeting.

(b) Quorum for all meetings of the Association shall require 30% of the Owners entitled

to vote, either in person or by proxy. If no quorum is present at a duly called meeting, the meeting shall be reset, and an additional written notice shall be sent to each Owner entitled to vote at his last known address no less than fifteen days prior to the reset meeting. If no quorum is present at the reset meeting, the meeting shall proceed with those Owners who attend the reset meeting in person or by proxy.

(c) Any vote under Section 8 and 9 above shall require a 51 % affirmative vote of those at the meeting and those Owners represented by proxy unless otherwise set forth.

Section 4.11 Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid when due shall be delinquent. Any assessment not paid within fifteen days of the date shall bear a late fee of \$25.00, or such amount as may within legal limits be set by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay delinquent assessments or foreclose the lien against said Owner's Lot. Such lien may be enforced by appropriate judicial proceedings or non-judicial proceeding pursuant to the Texas Property Code and shall additionally secure payment of any expenses incurred with its enforcement, including, but not limited to court costs, interest, late fees, and reasonable attorney fees. Each Owner hereby grants the Association a power of sale in connection with said lien and authority to designate a Trustee in writing from time to time, to post or cause to be posted the required notice, and to conduct the foreclosure sale in connection with said lien.

Further, each Owner hereby vests in the Association, the right and power to bring all actions against the Owner personally for the collection of assessments as a debt without waiving the foreclosing of the lien securing assessments. No sale or transfer of any Lot shall release the Owner from liability for unpaid assessments.

Section 4.12 Subordination of Lien to Mortgage.

A lien securing payment of the assessments provided for herein shall be subordinate to the lien of any validly recorded purchase money mortgage indebtedness. Owners may create a second mortgage provided that the second mortgage shall always be subordinate to all the terms, conditions, covenants, restrictions, obligations, lien for common expenses and other payments created by this Declaration.

Section 4.13 Insurance.

(a) Should the Association erect any structure, building or improvement on the Common Area that is insurable, the Association shall obtain and maintain in effect blanket property insurance to insure the property and Association against risks of loss or damage by fire and other hazards as covered under extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Association shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area, if any.

Section 4.14 Taxes.

Each Owner shall render for taxation his own Lot, improvements, and property thereon, and shall at his own cost and expense pay all taxes, levied, or assessed, against or upon his own Lot, improvements, and property thereon. The Association shall render for taxation and shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property thereon.

Section 4.15 Architectural Control Committee.

(a) There is hereby created an Architectural Control Committee (hereinafter referred to as the "Committee" or the "ACC") shall be composed of three individuals designated from time to time by the Goose Creek Ranch Property Owners Association, which shall be comprised of three members only and shall initially be composed of Amber Joy, John Joy, and Kendrick Baros, to serve until their successors are named. A majority of the ACC may act for the ACC and no notice of any of its meetings shall be required. In the event a vacancy on the ACC shall arise, the remaining member or members of the ACC may fill such vacancy by appointment, and if they fail to do so, within thirty days, then Developer may do so. In the event any vacancy on the ACC shall not be filled within sixty days, then the Board of Directors shall fill the vacancy. After termination of membership on the ACC of the initial three members, no person shall be eligible to serve on the ACC if they are a current Director, the spouse of a current Director, or a person residing in a current Director's household.

(b) All plans for any of the Association may fill such vacancy by appointment provided, however, that in the event that Developer still owns any Lots subject to the jurisdiction and assessments of the Association, the Board shall first give Developer written notice of such vacancy and thirty days within which to make such appointment. Subject to the terms hereinafter set forth, Developer shall have the right to remove or add members to the ACC and fill vacancies in the committee membership and Developer may assign such rights to the Association. The sale of the last Lot owned by Developer within the Properties shall be deemed to be an assignment to the Association of Developer's powers with respect to ACC membership. ACC members shall not be entitled to Compensation for their services rendered in such capacity.

(c) No building, fence, outbuilding, driveway, flatwork, swimming pool or other structure or improvement shall be erected on or moved upon any lot, nor shall the exterior construction material, exterior color treatments, the roofs, and any later changes or additions to the exterior of a building on any lot be altered or modified after initial approval thereof, unless approved in writing by the Committee. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

(d) Any remodeling, reconstruction, alterations, or additions to the interior of any existing residence shall not require the written approval of the Committee but shall comply with all restrictions and covenants.

(e) The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to any Goose Creek Ranch Board member, or any member of the Architectural Control Committee, at least twenty business days prior to the beginning of construction. All plans must include the following:

1. An accurately drawn and dimensional plot plan showing all building set - backs, easements, drives, and walks, and the area of grass planting.

2. No foundation plan or floor plan shall be erected, altered, added onto, placed or repaired on any lot in the Subdivision until the complete Plan, including site plans, floor plans depicting room sizes and layouts, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping, is complete. (The back filling sketch may be drawn by a builder.)

3. Adequate description of colors to be used for masonry and trim.

(f) The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall review the submitted plans as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. The ACC shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications, including charges for reimbursing the ACC for expenses incurred in doing so.

(g) Within thirty days after the Owner has submitted to the ACC the Required Plans and written notice that the Owner desires to obtain ACC approval, the ACC shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications which have been submitted to it are not sufficiently complete for the ACC to perform its review or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty days after being submitted, the plans so submitted will be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with, but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written.

(h) The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or compatible of more than one interpretation. The goal of the ACC is to encourage the construction of dwellings and other improvements of good architectural design, quality and proper size compatible with Developer's conceptual plan for the subdivision. Dwelling and other improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials which in the sole judgment of the ACC, creates an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The ACC may disapprove the construction or design of a dwelling or other improvement on purely aesthetic grounds where in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Members of the ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The ACC's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics of the proposed improvements, and the ACC disclaim any responsibility to determine compliance with any applicable building code or other standard for construction.

(i) The ACC may adopt and amend from time-to-time architectural standards for construction of improvements, including specifying requirements for design, material, location and appearance of improvements. All such standards shall have the full force and effect as if they were set forth verbatim in this Declaration; provided, however, that the Members of the Association may, by majority vote at a meeting of the Members at which a quorum is present, reverse or modify any standard adopted by the ACC.

(j) The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time in its sole discretion, permit an Owner to construct, erect or install a dwelling or other improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling or other improvement with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be incompatible with the native surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty days of the submission of such request. No member of the ACC shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any other Owner shall not constitute a waiver of the ACC's right to deny a variance to another Owner.

(k) If the ACC denies an application for approval, it shall provide the Owner in writing, by certified mail, hand delivery or electronic delivery, a denial letter that specifies the basis for the denial, states what changes to the application or improvement are required to obtain approval and informs the Owner that they have a right to request a hearing before the Board of Directors to contest the denial within thirty days after the date the notice is mailed to the Owner. The Board shall hold a hearing on this subsection not later than the thirtieth day after the date the Board receives the Owner's request for a hearing, and shall notify the Owner of the date, time and place of the hearing not later than the tenth day before the date of the hearing. Both the Owner and the Board may request a postponement for up to ten days, and they may make an audio recording of the meeting.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Covenants Running with the Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot and shall be covenants running with the land. The Owner of any Lot in the Subdivision and the Association shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to

enforce these restrictions.

Section 5.02 Developer's Authority. The Developer, however, shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Section 5.03 Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Lot and/or Lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 5.04 Term and Amendments. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of thirty years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years. Subject to Section 5.02 paragraph hereto, the covenants, conditions and restrictions may be amended with the approval of persons entitled to cast 67% of all votes of all Owners. No amendment shall be effective until recorded in the Deed Records of Atascosa County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained. Notwithstanding the foregoing, Developer shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.