

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CRYSTAL MOUNTAIN AT BARTON CREEK

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, Declarant is the owner of all of SECTION ONE (1), CRYSTAL MOUNTAIN AT BARTON CREEK, a subdivision in Travis County, Texas, the Plat thereof being recorded in Volume 83, Pages 118A-118D of the Plat Records of Travis County, Texas.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CRYSTAL MOUNTAIN HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all of the properties, including easements, owned by the Association for the common use and enjoyment of the owners. The Common Area shall include, for example, but not by way of limitation, all pipe, wires and other conduits for public utilities except as follows: (1) to the extent ownership is retained by the utility; and (2) the portion of such pipe, wires and other conduits extending from the top into the main pipe, wire, or other conduits extending from the top into the main pipe, wire or other conduit to and throughout each House.

Section 4. "Lot" or parcel shall mean and refer to any of the fifty-one (51) Building Sites (except the Common Area) on which there is or will be constructed a single-family house which is to be individually and separately owned, or commercial properties as to Lots 1 and 2, Block A, Section One, which are for office and/or commercial purposes.

Section 5. "House" shall mean a single-family residence unit.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean Crystal Mountain Venture and the successors and assigns of Crystal Mountain Venture if such successors or assigns should acquire from Declarant substantially all of the lots to hold for development and/or resale.

Section 8. "Water System" shall mean the water pipes, pumps, motors, valves, switches, water well, storage tanks, meters and other measuring equipment and associated equipment located on the property subjected to this Declaration and all replacements. The management, control and operation of the Water System shall be under the control of the Board of Directors of the Association and Declarant shall have no obligation to operate or maintain such Water System.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the members present at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that sixty percent (60%) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP

Every Person or entity who is a record owner of a fee or undivided fee interest in any Lot, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Each Lot shall be entitled to one vote.

ARTICLE IV

VOTING RIGHTS

The Association shall have one class of voting membership: Members shall be all those Owners as defined in Article III. Each member shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as a majority in interest of the joint owners, among themselves determined, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days in advance and unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey an easement over the Common Area to the Association for pleasure and recreational purposes, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot with the

exception of that portion of the Common Area fronting on Barton Creek, and as to that portion Declarant shall obtain the conveyance of an easement over that portion of the Common Area which shall permit use by lot owners and their guests for pleasure and recreational purposes. As a right running with the real property, ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access by both pedestrians and vehicles to and from each House to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners of the Houses. Title to the easement over the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for maintenance of the common area, insurance and other charges associated with operating and maintaining the Common Area; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) charges for water service and maintenance of the Water System. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment or charge is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the resident in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities (water facilities and all others) devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Houses situated upon the Properties. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and Water System, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1986, the maximum annual assessment shall be \$300.00 per Lot.

- (a) From and after January 1, 1986, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the yearly rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July or not more than 3% above the maximum assessment for the previous year, whichever is greater.

- (b) From and after January 1, 1986, the maximum annual assessment may be increased above that established by the Consumer Price Index formula, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the Water System, upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, i.e., 1/12th of the annual assessment on each Lot each month.

Section 6. Quorum for Any Action Authorized Under Section 3 and 4. At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. Date of Commencement of Annual Maintenance Assessments: Due Dates. The annual maintenance assessment provided for herein shall commence on January 1, 1985. Each Owner purchasing from Declarant shall be charged the maintenance fee set out in Article VI, Section 3, not to exceed \$300.00 per year, prorated for the number of months remaining in the year in which the sale is closed. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days' written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot 1/12th of the annual assessment for such Lot. The

Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. No maintenance fee or assessment shall be charged to any Owner during 1984.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum contractual rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the CRYSTAL MOUNTAIN HOMEOWNERS' ASSOCIATION, INC., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. Any management agreement entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of seventy-five percent (75%) of the members of the Association present or represented at a regular

meeting of the members of a special meeting called for that purpose. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

ARTICLE VII

CASUALTY LOSS

Section 1. Insurance. The Board of Directors shall purchase for the benefit of the Association, the Owners and their mortgages as their interest may appear, insurance policies covering the items described in the subparagraphs (a)(1) through (3). Provisions shall be made for the issuance of certificates of mortgage and endorsements to the mortgagees of Owners.

- (a) Insurance shall cover the following:
 - (1) Public liability in such amounts and with such coverages as shall be deemed required by the Board of Directors.
 - (2) Worker's Compensation as required by law.
 - (3) Casualty insurance for the Water System.
 - (4) Such other insurance as the Board of Directors shall determine from time to time to be desirable.
- (b) Premiums upon insurance policies purchased by the Association shall be paid by the Association.
- (c) Each Owner by acceptance of his deed of conveyance, whether or not expressly so stated therein is deemed to irrevocably appoint the Association agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (d) Insurance held by the Association shall not prejudice the right of each Owner to insure his House on his own account for his own benefit.
- (e) All policies of physical damage insurance shall contain, to the extent the same can be obtained, waivers of subrogation and waivers of any reduction of prorata liability of the insurer as a result of any insurance carried by Owners or of any invalidity arising from any acts of the insured or any Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all the insureds, including all mortgagees.

ARTICLE VIII

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be on new construction

Section 2. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions, and provisions hereof.

Section 3. The Lots shall be used for residential purposes, (except Lots 1 and 2, Block A, Section One) as a private residence, and no professional, business or commercial use shall be made of the same, or any

portion thereof; nor shall an Owner's or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident. Lots 1 and 2, Block A, Section One, may be used for office and commercial purposes. Lots 1 and 2, Block A, Section One, were heretofore restricted to use for single family residence only by legend on the plat of the subdivision recorded in Book 83, pages 118A-118D, of the Plat Records of Travis County, Texas, and such restriction as it applies to Lots 1 and 2, Block A, Section One, are here deleted and the same may be used for office and commercial purposes.

Section 4. No building or structure shall be moved onto said Lots.

Section 5. No boats, trailers, campers, motor homes, or similar vehicles shall be allowed to be stored out of an enclosed garage except for a temporary period not to exceed forty-eight (48) hours.

Section 6. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

Section 7. The foregoing covenants of this Article VIII shall not apply to the activities of CRYSTAL MOUNTAIN HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation incorporated under the laws of the State of Texas, or Declarant. Declarant may maintain, while constructing and selling the residences in or upon such portions of the property as Developer determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (called "Permitted Animals") may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No Permitted Animals shall be allowed at any time upon the Common Area unless attended by the Owner or agent.

Section 9. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 10. Without prior written authorization of the Board of Directors, no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

Section 11. Without prior written authorization of the Board of Directors or Architectural Committee, if appointed, no house shall contain less than 2,400 square feet of heated and cooled area.

Section 12. All mailboxes and exterior lighting shall be approved by the Board of Directors or Architectural Committee, if appointed, prior to installation.

Section 13. No facilities or equipment for the reception of television signals, including but not limited to satellite TV dishes, shall be installed on any Lot which are visible from the street.

Section 14. All tanks containing liquid propane or other gases used for heating shall be buried.

Section 15. No trash shall be burned or incinerated on the premises.

Section 16. No lot owner shall take any action or construct any improvement on his lot which would interfere with the easement granted to Declarant for pleasure and recreational purposes over portions of all lots.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or, if appointed, by an Architectural Committee composed of three (3) or more representatives appointed by the Board. There shall also be submitted with the plans and specifications a true survey showing all madrones trees, all trees four (4") inches in diameter or more, and the location of the improvements on the Lot so as to show how many of such trees will be removed. Also included under their control are changes or alterations, proposed in any manner, to the landscaping in any yard other than the patio of each house. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The survey shall further show the location, height and materials of any fence to be placed on the property.

ARTICLE X

EASEMENTS

Section 1. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhang of the structures built by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Architectural Control Committee.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity, and gas. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the houses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by the Association's Board of Directors. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve 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 4. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat and instruments recorded in the office of the County Clerk of Travis County, Texas, and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article above. Copies of these shall be kept on file in the initial registered office of the Association. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE XI

WATER SERVICE

Water services shall be provided to the Lots by the Crystal Mountain Homeowners' Association. Initially the charges for water shall be billed by dividing the monthly cost of operating the system by the 51 Lots in the subdivision, plus an estimated reserve for maintenance. At such time as the Association shall determine, the manner in which the water is billed may be changed so as to bill the cost of operating the system upon the amount of water used by each Lot. For the six months following conveyance of the first Lot, Declarant agrees that it will operate the water system without cost to the Lot owners.

All charges for water service shall be billed monthly by the Association or company employed for such purpose. All charges for water service shall be secured by the same lien upon the Lots that secures the assessments described in Article VI. Should any Lot Owner fail to pay for water service within ten (10) days after billed therefor, the Association shall charge a "late charge" of 5% of the amount due. In addition, should any Lot Owner fail to pay for water service for more than 60 days after being billed therefor, the Association may discontinue service.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter be an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Travis County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the total voting membership.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 30 day of November, 1984.

DECLARANT:

CRYSTAL MOUNTAIN VENTURE

By: HANDCRAFTED HOMES, INC.

Managing Joint Venturer

By: Walter R. Carrington, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on November 30, 1984, by Walter R. Carrington, President of Handcrafted Homes, Inc., a Texas corporation.

Notary Public in and for

The State of Texas

CRYSTAL MOUNTAIN HOMEOWNERS'S ASSOCIATION, INC.

ARCHITECTURAL COMMITTEE POLICY AND GUIDELINES

CHARTER

The charter of the Architectural Committee, as set forth in the Article IX of the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS, shall be to promote harmony of external design and location in relation to surrounding structures and topography within the Crystal Mountain Subdivision. This charter shall also include maintaining a diversity of design to prevent the introduction of "tract" homes into the subdivision. It is the purpose of the Architectural Committee to maintain the continuity of the Crystal Mountain Subdivision by reviewing any contemplated construction or landscaping that is visible from the street or an adjacent lot. This shall be accomplished by establishing guidelines for reviewing surveys, plans and specifications describing contemplated construction within the Crystal Mountain Subdivision. Deviations from these Guidelines may be allowed where specific situations warrant, and will be explicitly noted in writing on the Architectural Committee report.

ARCHITECTURE GUIDELINES (REVIEW OF PLANS AND SPECIFICATIONS)

The following Articles set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall be used as a basis for evaluation all proposed plans for the Crystal Mountain Subdivision:

- Article VIII, "USE RESTRICTIONS", and
- Article IX, "ARCHITECTURAL CONTROL".

In addition to these expressed restrictions, the following guidelines shall also be used in evaluating the plans and specifications:

- Before any trees 4" in diameter and larger as designated on the site survey are removed from a lot, a firm date for beginning construction shall be established.
- Each primary structure (house) shall contain a ratio of at least ¾ masonry to ¼ siding material. For multi-story structures, this ratio shall be designated for the ground level floor only.
- All detached buildings visible from the roadway or from an adjoining property shall be of similar outside material as that of the primary structure (house).
- No wooden shingle roofs shall be allowed
- No solid portion of a fence more than 3 feet tall shall be allowed along the street right of way. This solid fence portion shall be of masonry construction.
- No chain link or "cyclone" fencing material shall be allowed for constructing any fence that is visible from the street or an adjacent lot. No wooden or "privacy" fences shall be allowed.
- No temporary or permanent structures shall be built within the 100' Conservation Easement of the Crystal Mountain Subdivision.
- Garages attached to the main house structure shall be a side entry garage.
- All primary and secondary structures must be positioned at least 50 feet behind the street curb.

- All driveways shall be of asphalt, concrete, brick or mortared stone construction. No dirt or gravel driveways are permitted from the street to the primary residence.
- No detached structures shall be located closer to the street than the primary house structure.
- Pools, tennis courts, and gazebos are considered structures, and site surveys and plans shall be submitted for approval by the Architecture Committee.
- Exterior lighting shall be designed to minimize impact on other lots.

Initial and alterations to landscaping (other than the patio area) shall be included under the control (review/approval) of the Architectural Committee, as set forth in Article IX of the Covenants. However, small scale "typical" landscaping changes do not require prior review by the Committee.

- Landscape shall be required for all houses where a significant number of trees are removed from the Lot area between the house and the street.
- No trees 4" in diameter and larger shall be removed to accommodate landscaping without the prior review of the Architectural Committee.
- Every connection of a sprinkler system to the Crystal Mountain community water system shall have a Check Valve installed at the point of attachment. This hook-up shall require inspection and approval by a representative of the water system maintenance company prior to activation of the sprinkler system.

ARCHITECTURE REVIEW PROCEDURE

- Architectural Committee members appointed by the Board of Directors shall be property owners in the Crystal Mountain Subdivision
- The appointed Architectural Committee members shall elect by majority a Committee Chairperson to whom all plans, surveys and specifications shall be submitted for review.
- All permanent structures (including, but not limited to homes, detached buildings, pools, fences, walls, mailboxes and exterior lighting) as well as landscaping shall come under jurisdiction of this Architectural Committee.
- It is the responsibility of the property owner to submit the plans to the Architectural Committee for review. This review package shall consist of the following documents:
 - A completed Application to the Architectural Committee
 - A completed Guidelines Compliance Agreement
 - A completed Construction Compliance Agreement
 - A preliminary site survey showing all madrones trees, all trees four inches (4") in diameter or more, and the location of the improvements on the Lot so as to show how many of such trees will be removed, and
 - Plans and specifications showing the nature, kind, shape, height, materials and location of the structure, detached building, fences, and landscaping.
 - A drainage plan addressing control of water flow across the property.
- No regularly scheduled meeting of the Architectural Committee shall be set.
- When plans are submitted for review, the Chairperson shall call an Architectural Committee review meeting within 7 days of the date of receipt of the plans. As defined by Article VI (6.06) of the Bylaws, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

- Chairperson shall provide written notice of Architectural Committee meeting to adjacent property owners no later than 2 days prior to the meeting. For purposes of this meeting, “adjacent” property owners shall be defined as all property owners who have contiguous boundaries with as well as the property owner directly across the street from the property under review.
- Format of the Architectural Committee review meeting shall permit a maximum of 30 minutes presentation from the current property owner (or his designee) whose structure plans are being reviewed, and a maximum of 30 minutes presentation from property owners (or designee) adjacent to that lot under review.
- Once the review meeting has been held, a Recommendation Report shall be prepared within 7 days and filed with the property owner. This recommendation shall be agreed upon by a majority of the attending quorum of committee members. This report may be a simple notice of approval. For notices of disapproval, the report shall specifically identify which portions of the Crystal Mountain Homeowners Architectural Committee guidelines are not met. No disapproval of plans shall be based on arbitrary, unreasonable or capricious items.
- Appeals by the property owner shall be made within 14 days of the filing of the Recommendation Report, and appeal shall be made directly to the President of the Board of Directors. A specially called meeting of the Board of Directors shall be convened within 14 days of the filing of the appeal. Format of the Board of Directors appeal hearing shall permit a maximum of 30 minutes presentation from the property owner (or his designee) whose plans are being reviewed, and a maximum of 30 minutes presentation from property owners (or designee) adjacent to the lot whose plans are under review. A final Recommendation Report shall be prepared within 7 days of the hearing and filed with the property owner. The ruling from the Board of Directors shall be considered final.
- In the event the Architectural Committee or Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said surveys, plans and specifications have been submitted to it, approval shall not be required and the guidelines of this policy shall be deemed to have been fully complied with.
- Any construction that is begun on landscaping, a residence, detached building, fence, or other permanent structure without the approval of the Architectural Committee is subject to an immediate court authorized restraining order. The owner of the lot shall be liable for ALL court costs and legal expenses incurred on behalf of the Crystal Mountain Home Owners Association as well as his own legal expenses and any construction expenses due to delays in construction schedule.
- No member of the Architectural Committee or Board of Directors who is contemplating construction on his own property shall be allowed to vote on approval/disapproval of plans. If a quorum cannot be obtained with the absence of that committee member, the approval/disapproval process shall be conducted by the Crystal Mountain Homeowners’ Association Board of Directors.
- Changes made to the Architectural Committee Policy and Guidelines shall be distributed to the members of the Crystal Mountain Homeowners’ Association within 30 days of such change.

CRYSTAL MOUNTAIN HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL COMMITTEE POLICY AND GUIDELINES

Revision of September 1992 edition of Architectural Committee Policy and Guidelines.

Existing Guideline number 6 reads:

“No chain link or cyclone fencing material shall be allowed for constructing any fence that is visible from the street or an adjacent lot. No wooden or “privacy” fences shall be allowed.”

Revised Guideline number 6 effective December 1, 1994:

“No chain link or “cyclone” fencing material shall be allowed for constructing any fence. With the exception of wrought iron fences, all fences shall be a height no greater than 4 feet and no fence other than wrought iron or split rail shall be situated closer to the street than the house. No fence shall be of a solid nature, but shall be constructed to allow at least 50% open space to fence material ratio, so that the fence shall not totally obstruct the view and open space continuity of the area.”

Please replace the new, revised guideline with the one currently listed in the October 1994 Crystal Mountain Directory.