

from time to time. Declarant may add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Blanco County, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Blanco County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Blanco County, Texas wherein this Declaration is recorded;
- (B) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (C) A legal description of land being added; and
- (D) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Official Public Records of Blanco County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Blanco County wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01 **Insurance Rates.** Nothing shall be done or kept on the Property or any Lot which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.02 **Subdividing.** No Lot shall be further divided or subdivided which would result in a Lot containing less than 50 acres, nor may any easements or other interests in a Lot less than the whole be conveyed by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 **Signs.** No sign of any kind shall be displayed to the public view on the Property or any Lot without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a Lot for sale or lease or it may set standards for the same.

3.05 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any Lot or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. Neither the Property nor any Lot shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted on the Property or any Lot. No junk, repair, or

wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner and shall be properly covered.

3.06 Noise. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property or any Lot. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any Lot or to its occupants.

3.07 Construction of Improvements. No Improvements shall be constructed upon the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any Lot. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures or geodesic structures are permitted and no homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, manufactured home, modular home, tent, shack, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. An Owner may have a building to house horses or other permitted animals, but said structure shall conform to the dwelling located on the Lot and shall blend in the area. Said structure shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Shooting and Hunting. No rifle or pistol shooting shall be permitted on any Lot except during deer hunting season. Bow hunting and shotgun hunting shall be permitted on the Property. All hunting blinds shall be placed in compliance with the setback requirements of 3.18 hereof.

3.09 Hazardous Activities. No activities shall be conducted on the Property or any Lot and no Improvements constructed on the Property or any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, in contained barbecue units while attended and in use for cooking purposes, or when burning brush provided same is attended and weather conditions are suitable.

3.10 Temporary Structures. No tent, shack, or other temporary building, improvement or structure shall be placed upon the Property or any Lot without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant, approval dependent on the nature, size, duration, and location of such structure. Nothing contained herein shall restrict an Owner from using a Lot for overnight/weekend camping; provided, such use shall not be in violation of the other restrictions contained herein. Specifically, such camping use shall not become a substitute for the construction of a principal dwelling on such Lot.

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems on the Property or any Lot shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of Blanco County Health Department.

3.12 Mining and Drilling. No portion of the Property or any Lot shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from the Property such materials at it deems appropriate for the construction, maintenance and repair of roadways.

3.13 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on the Property or any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks, other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the

Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property or any Lot except within enclosed structures or appropriately screened from view.

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on the Property or any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than forty-eight (48) hours. Any and all boats, motor homes and/or travel trailers shall not be in view of any roadway.

3.15 Animals - No swine shall be allowed on the Property or any Lot nor shall any other animal or fowl be kept on any Lot except household pets not kept for breeding purposes. Owners may have horses, cows, sheep, llamas, goats or other domesticated animals and any such offspring until weaning age, with a maximum of one animal unit per two acres; but such animals shall be for domestic use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs shall be kept in a fenced area or tethered. Declarant may enter into grazing leases upon the Property. Should an Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Unfinished Structures. The exterior of a structure shall be completely finished within twelve (12) months after the same has been commenced.

3.17 Fences. All fences fronting a Lot shall be of a design and height approved by the Architectural Committee.

3.18 Setback Requirements. Setback requirements for Lots are (i) 100 feet from any road upon which the Lot abuts, (ii) 100 feet from the side or rear boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots and (iii) any other set back requirements imposed by applicable governmental entity.

3.19 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.20 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.21 Use. The Property shall be improved and used solely for single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related Improvements on Lots.

3.22 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE IV BYRD RANCH ESTATES OWNERS ASSOCIATION, INC.

4.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.