

AFTER RECORDING RETURN TO:

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Refiled due to missing date.

CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADY OAKS ESTATES

This document consolidates, amends and restates those certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates, recorded at Document No. 9619713, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section I in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101716, Official Public Records of Williamson County, Texas; that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates, recorded at Document No. 199975211, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section II in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101717, Official Public Records of Williamson County, Texas; that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates Section III, recorded at Document No. 2001059283, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section III in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101718, Official Public Records of Williamson County, Texas; that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates Section IV, recorded at Document No. 2005091875, Official Public Records of Williamson County, Texas; and that certain Amendment and Restatement Val Verde – Shady Oaks Estates Master Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 2007093000 of the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Amendment and Restatement Val Verde – Shady Oaks Estates Master Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 2014057273 of the Official Public Records of Williamson County, Texas.

**CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADY OAKS
ESTATES**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

WHEREAS, Shady Oaks Estates Section One, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 9646894, Official Public Records of Williamson County, Texas ("Shady Oaks Estates Section I") is subject to and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates, recorded at Document No. 9619713, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section I in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101716, Official Public Records of Williamson County, Texas (collectively, the "Section I Declaration");

WHEREAS, Shady Oaks Estates Section Two, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 199972595, Official Public Records of Williamson County, Texas ("Shady Oaks Estates Section II") is subject to and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates, recorded at Document No. 199975211, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section I in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101717, Official Public Records of Williamson County, Texas (collectively, the "Section II Declaration");

WHEREAS, Shady Oaks Estates Section Three, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2001055343, Official Public Records of Williamson County, Texas ("Shady Oaks Estates Section III") is subject to and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates Section III, recorded at Document No. 2001059283, Official Public Records of Williamson County, Texas, as amended by that certain Article VIII Section 8 – Section I in Shady Oaks Estates Use Restrictions, recorded at Document No. 2012101718, Official Public Records of Williamson County, Texas (collectively, the "Section III Declaration");

WHEREAS, Shady Oaks Estates Section 4, Phase 4, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2005091523, Official Public Records of Williamson County, Texas ("Shady Oaks Estates Section IV") is subject to and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shady Oaks Estates Section IV, recorded at Document No. 2005091875,

Official Public Records of Williamson County, Texas (the "Section IV Declaration");

WHEREAS, Shady Oaks Estates Section 4, Phase 5; Shady Oaks Estates Section 4, Phase 6; Shady Oaks Estates Section 4, Phase 7A; Shady Oaks Estates Section 4, Phase 7B; Shady Oaks Estates Section 4, Phase 8; Shady Oaks Estates Section 4, Phase 9; and Shady Oaks Estates Section 4, Phase 10, subdivisions in Williamson County, Texas, as shown on the map or plat respectively recorded at Document No. 2006094525, Document No. 2007098847, Document No. 2012001301, Document No. 2012001433, Document No. 2014037736, Document No. 2010020338, Document No. 2008060128, in the Official Public Records of Williamson County, Texas (collectively, "Val Verde - Shady Oaks Estates") are subject to and governed by that certain Amendment and Restatement Val Verde - Shady Oaks Estates Master Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 2007093000, Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Amendment and Restatement Val Verde - Shady Oaks Estates Master Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 2014057273, Official Public Records of Williamson County, Texas (the "Val Verde Declaration");

WHEREAS, the Section I Declaration, Section II Declaration, Section III Declaration, Section IV Declaration, and the Val Verde Declaration (such Declarations hereinafter referred to collectively as the "Prior Declarations") establish the Shady Oaks Georgetown Homeowners Association, Inc. as a property owners' association and make the owners of the real property in Shady Oaks Estates Section I, Shady Oaks Estates Section II, Shady Oaks Estates Section III, Shady Oaks Estates Section IV, and Val Verde - Shady Oaks Estates (such subdivisions hereinafter referred to collectively as the "Property") mandatory members of such property owners' association;

WHEREAS, members of the Shady Oaks Georgetown Homeowners Association, Inc. (the "Association") desire to amend and consolidate the Prior Declarations governing their respective subdivisions into this single Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shady Oaks Estates (hereinafter referred to as the "Restated Declaration");

WHEREAS, Section 209.0041 of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners' association and that such provision supersedes any contrary requirement in a dedicatory instrument.

WHEREAS, In accordance with the foregoing requirements, members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to members of the Association approved this Restated Declaration, which in effect amends each of the Prior Declarations applicable to the Property, at a meeting of the

Association's membership conducted on November 10, 2018.

NOW THEREFORE, it is hereby declared that:

1. The Section I Declaration, Section II Declaration, Section III Declaration, Section IV Declaration, and Val Verde Declaration are hereby amended in their entirety and entirely replaced by this Restated Declaration, and such Prior Declarations shall have no further force or effect upon the Property; and

2. All of the Property 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 Property in order to maintain within the Property a planned community of high standards. Such covenants 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 1

DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

Section 1.2. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as from time to time amended.

Section 1.3. "Association" shall mean and refer to Shady Oaks Georgetown Homeowners Association, Inc., a Texas nonprofit corporation.

Section 1.4. "Board" shall mean the Board of Directors of the Association.

Section 1.5. "Builder" shall mean and refer to any residential building company acquiring Lots for the purpose of construction and sale of homes.

Section 1.6. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 1.7. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

Section 1.8. "Declaration" shall mean and refer to this Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shady Oaks Estates, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.9. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.10. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.12. "Plans and Specifications" shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

Section 1.13. "Property" shall mean and refer to the real property described in Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.14. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE II

SHADY OAKS GEORGETOWN HOMEOWNERS ASSOCIATION, INC.

Section 2.1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot.

Section 2.2. Funding. Subject to the terms of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon 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 person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.3. Annual Assessment or Charge.

(a) Maintenance Assessments. Subject to the terms of this Article, each improved Lot is hereby subject to an initial maximum maintenance charge of \$10.00 per month or \$120.00 per annum (until such maintenance charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, commencing as of the occupancy or sale of a Unit thereon. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. A Lot shall be deemed to be an "improved Lot" when construction of a Unit thereon is completed and closing of a sale thereof has taken place, or when the Unit is occupied as a residence, whichever first occurs. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the

Association at least thirty (30) days in advance of each assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 2.3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for walls, grounds, landscaping, lights, irrigation and electricity for rights-of-way; maintenance of the medians, the planting of flowers and maintenance of community signage along said rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

(c) Special Assessment for Working Capital fund. Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(i) Such special assessment shall be available for all necessary expenditures of the Association.

(ii) 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 2.4. Non-payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against such Owner's property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of such Owner's property.

Section 2.5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which

shall be sent to the nearest office of the first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, and beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the particular property covered by such first mortgage lien to holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Williamson County, Texas.

Section 2.6. Voting Rights. Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(a) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder of under the Bylaws or Rules and Regulations of the Association and such suspension shall apply to the proxy authority of the voting representative, if any.

Section 2.7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than five (5) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast ten percent (10%) of the aggregate of all the votes outstanding under Section 2.6 hereof shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE III
GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Area.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to

obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 3.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from
**Consolidated, Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Shady Oaks Estates**

the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE IV

TITLE TO COMMON AREAS

Section 4.1. Association to Hold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established.

Section 4.2. Liability Insurance. 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 Areas. The policy limits shall be as 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 the members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps are it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of

available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE V EASEMENTS

Section 5.1. Utility Easements. The Association shall have the right to grant easements upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. The Association reserves the right to retain title to any such easements.

Section 5.2. Easement of Correct Drainage. The Association hereby reserves for the benefit of the Association a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon the Association to correct or maintain any drainage facilities within the Property.

Section 5.3. Easement for Unintentional Encroachment. The Association hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 5.4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 5.5. Drainage Easements. Easements for the installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE VI USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood.

ARTICLE VII PROPERTY RIGHTS

Section 7.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement 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 establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument

signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 7.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 7.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other nonresidential use without the express consent of the Association, which may be withheld in Association's sole discretion. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE VIII USE RESTRICTIONS

Section 8.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become, as determined by the Association, an annoyance or nuisance to the neighborhood.

Section 8.2. Construction Site Maintenance. Each Owner is responsible to keep construction sites free of rubbish on a daily basis and streets (to the crown) scraped clear of any mud accumulation. An Owner will not be allowed to store any excavation of soil on streets or adjacent sites. Soil runoff due to rain or irrigation will be removed promptly from the streets and sidewalks by the Lot owner.

Section 8.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 8.4. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other

improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.

(b) Construction Signs. Signs, not exceeding 2' X 3' in area may be erected by Builders or Home improvement contractors during the period of construction. Said signs must be removed upon completion of the work or within no more than ten (10) days after work completion.

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property.

Section 8.5. Campers, Trucks, Boats, Recreational Vehicles, Propane Tanks, and Pool Equipment. No campers, vans, boats, boat trailers, mobile homes, trucks (over ¾ ton, and excluding conventional pickups), golf carts, motorcycles, recreational vehicles, and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by fencing and said vehicles and accessories are in an operable condition. Recreational vehicles must be in an enclosed garage. Campers, recreational vehicles, boats/trailers or other non-passenger vehicles can be parked in driveways or in view from the street for no more than 3-5 days. The Association shall have the absolute authority to determine from time to time whether a vehicle and/or accessory are operable and adequately screened from public view. The Association shall determine if a Lot is acceptable for any recreational vehicle. Above ground propane tanks, pool and spa equipment shall be screened from view of all adjacent property and public streets. Above ground pools, either temporary or permanent, are prohibited, unless a Variance from the Architectural Control Committee has been granted prior to the installation of the pool or spa. Inflatable or

unfolding splash or wading pools that are intended for small children, and having a capacity of no more than 150 gallons of water, may be used for a limited time, but must be stored when not in use. All pool and/or in-ground spa construction, including equipment, fences, and gates, must be in conformance with standards imposed by the local government agency and approved by the Architectural Control Committee. The pool, spa, patio or pool accessories may not be erected any closer to the property line than five feet (5'). All pool service equipment and spas shall be screened and located in either (a) a side yard between the front and rear boundaries of the Unit or (b) in the rear yard so as to be screened from public viewing. "SCREENING" shrubs are defined as shrubs contained in 5-gallon containers, minimum, which reach a 5-ft. height minimum at maturity. At the time of installation, "screening" shrubs must be large enough to immediately screen the item, containing dense evergreen or semi-evergreen foliage to provide year-round screening.

Section 8.6. Construction in Place. All Units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee.

Section 8.7. Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Committee. In the case of single-family residences to be constructed on a Lot, the Architectural Control Committee may limit its review to a review of a typical floor plan for the proposed residence, and upon the Architectural Control Committee's approval of such floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by the Committee, anything herein to the contrary notwithstanding. All approvals of landscape design, improvements or construction requests granted by the Architectural Control Committee must be implemented within 6-months of approval and completed within 12 months. Thereafter, any approvals are considered "null and void" and new plans/requests must be resubmitted to the Architectural Control Committee for approval.

Section 8.8. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the Architectural Control Committee.

8.9. Window Units. No window or wall type air conditioner, which is visible from any street in the subdivision, shall be permitted to be used, placed or maintained on or in any building in any part of the Property.

Section 8.10. Pets. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided further, that no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws). All dog pens and/or dog runs must be out of neighbors view. This may be done by erecting a privacy fence or planting landscaping shrubs approved in writing by the Architectural Control Committee. Said barrier must be properly maintained, repaired or replaced as needed. Any noise or odor emitted by and any discharge or waste from any animal (including without limitation, dogs and cats) which can be seen, heard, or smelled outside of the perimeter of the subject Owner's lot shall be deemed noxious and offensive and is therefore prohibited.

Section 8.11. Garbage, Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 8.12. Landscaping; and Landscape Maintenance. Homeowners and Builders must landscape front yards within six (6) months of moving into or completing a Unit and complete the landscaping within twelve (12) consecutive months. If Owner wishes to redesign his landscaping, the owner must complete the landscaping within a twelve (12) consecutive month period. The front yard must be landscaped in accordance with community standards. If an owner wishes to xeriscape his front yard he must use a balance of rock, mulch, granite, and/or sod. Grass/sod must be irrigated and drip lines are recommended for flowerbeds. If an Owner wishes to cut and/or remove an Oak and/or Elm tree with a diameter greater than twelve (12) inches, said Owner must obtain the prior written approval of the Architectural Control Committee. Spent/reseeded bluebonnets and wildflowers must be mowed down by June 15th of each calendar year. Homeowners and Builders must maintain all landscaped/non-

landscaped areas of their Lots including portions lying within setback lines and easement areas at all times. All front and back yard flower beds must be maintained, free of debris or overgrown weeds. Owners of buildings and unimproved/vacant lots shall be responsible for maintaining and cutting tall grass. Unimproved lots must be cleared of overgrown cactus, piles of dirt, wood and/or rock debris and maintained in accordance with regulations consistent with the City of Georgetown ordinances, or as deemed necessary by the Architectural Control Committee. Shrubs and ground cover beds must be edged to keep out grasses and weeds. Sufficient water must be applied to maintain shrubs, groundcover, and turf in a healthy condition the year round, subject to water restrictions. Turf must be kept mowed and edged year-round in accordance with community-wide standards.

Section 8.13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 8.14. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas. No commercial vehicle shall be parked and visible from the street on a routine basis at any residence. Residents' personal vehicles shall be parked in garages or on driveways and shall not be parked on the street. Under no circumstances or conditions shall any automobile or other vehicle be parked on a non - paved portion of any lot.

Section 8.15. Building Standards. No building shall be erected, altered or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

Section 8.16. Detached Buildings; No detached accessory buildings, including but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior written consent of the Architectural Control Committee. Plans for separate garages, lawn tool buildings, or any storage buildings must be submitted for signed approval to the Architectural Control Committee with a

complete drawing showing it is within the setback lines before any construction on said building is begun. Any detached building must match the exterior of the main residence.

Section 8.17. Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard of the Property. Side yard fences may be erected along the side property lines of the Lots and must maintain the sight distances required by Section 8.13. Owners of corner lots may construct fences that are built up to a neighboring Property's front yard setback line, but do not run up to or onto the neighboring Property. Said neighboring Owner shall not be permitted to construct a fence closer to the street than the building setback lines of the Lot as spelled out in this Section. All side fences constructed on corner Lots must be a minimum of twenty-five (25) feet from the street.

(a) Fence Specifications. Fences must be at least four (4) feet in height and not more than eight (8) feet in height with fence columns matching the residence exterior and be placed not less than every fifty(50) feet, as well as at each corner. Fences shall be constructed of only masonry, fencecrete, stucco/rock and/or wrought iron except for retaining/decorative walls approved by the Architectural Control Committee. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. In the event a wood fence was constructed upon a Lot at a time when a wood fence was permitted by a prior version of this Declaration, such fence shall not be considered a violation of this Section, but should such fence be replaced in its entirety, the new fence shall be required to be constructed of only masonry, fencecrete, stucco/rock, and/or wrought iron at the heights specified above.

Section 8.18. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna or similar equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view in a manner acceptable to the Architectural Control Committee. Furthermore, Owners may not erect or maintain more than one satellite dish, or a satellite dish in excess of 24 inches in diameter, solar collector panel or similar apparatus or equipment upon any Lot, except with the prior written consent of the Architectural Control Committee. This prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time.

Section 8.19. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with stucco, brick, stone, hardi-plank siding or other material acceptable to the Architectural Control Committee. No unpainted concrete block surfaces shall be visible on any exterior wall. The exterior walls, including all floors, of the main residence building constructed on any Lot shall be composed of at least seventy-five percent (75%) masonry, said percentage to apply to the aggregate area of all exterior walls. Masonry includes stucco, brick, and stone. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or materials, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 8.20. Chimneys. All fireplace flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

Section 8.21. Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

Section 8.22. Limitation on Square Feet. The minimum square footage of units erected on the Lots, exclusive of open porches and/or garages, shall be not less than 2,300 square feet for 1 story houses only. All 2-story houses must have a total square footage of 2,600. The first floor of a 2-story house, exclusive of open porches and/or garages shall be not less than 2,000 square feet.

Section 8.23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for Oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 8.24. Garages: Attached and Detached. All attached garages must be able to accommodate at least two (2) automobiles, and must be constructed such that entry into the garage is from the side of said garage. The opening of such garage must be situated within the setback lines set out in Section 8.26 below. All detached garages must match the exterior of the main Residence. Detached garages must be constructed

of seventy-five (75%) masonry, and must use the same roof, exterior paint color, and masonry product as the exterior of the main Residence. Detached garages shall be set a minimum distance of five feet (5') from the rear lot line and may not exceed a height of eighteen feet (18') at the highest ridge point of the roof measured from the existing ground unless written approval is obtained from the Architectural Control Committee. Detached garages may be front entry if located behind the Units. Garages shall be maintained solely for the storage of automobiles. No Person shall occupy any garage as a dwelling at any time. Carports are not permitted. Garage doors shall be closed at all times when not in use.

Section 8.25. Roof. Unless otherwise approved in advance in writing by the Architectural Control Committee, all exposed roof surfaces of each Unit shall be a shade of gray or earth tones. All composition roofs must be at least a 25-year warranty and be dimensional. No exposed roof surface on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the Texas Department of Insurance as meeting fire retardant standards. Roof pitch must be 7/12 or better. The Architectural Control Committee shall have the authority to approve roof treatments and materials when in its determination such treatments, roof pitches, and materials, in the form utilized, will not be a detriment to the quality of the neighborhood.

Section 8.26. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed in the record plat. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant.

Section 8.27. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the Unit constructed thereon. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee.

Section 8.28. Water and Sewage Systems. No individual water supply system shall be permitted on any Lot; provided, however, individual septic tank systems shall be allowed.

Section 8.29. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors.

Section 8.30. Subdividing. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof, without the prior written approval of the Board.

Section 8.31. Garage Sales. Homeowners are permitted to have one garage sale per year, with prior Architectural Control Committee approval.

Section 8.32. Repair of Buildings and Fences. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 8.33. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or within barbecue units while attended and in use for cooking purposes. Outdoor fire pits and fireplaces are permitted.

Section 8.34. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one Single-family residence building site, and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter re-subdivide the consolidated Lots without the prior written approval of the Board.

Section 8.35 Single Family Residential Use Only. Each Lot and Residence shall be used only as a single family residence.

(a) Primary Residence. By acquisition of any Lot or Lots, each Owner (excluding bona fide homebuilders) agrees to construct a Residence on said Lot for use as (a) a primary Residence for such Owner and/or Owner's family members or (b) if Owner is a business entity, as a primary Residence for an existing officer, director, key employee, substantial shareholder, or general partner of the Owner (as identified and designated to Declarant and to the Association), to be occupied as such. If Owner is a business entity, the Residence may not be used for the purpose of investment, speculation, leasing, renting, corporate retreat or hospitality suite or other similar disposition.

(b) Leasing. The Residence may be leased by the Owner during periods Owner and/or Owner's family is not occupying the Residence, provided such lease shall be for a term of no less than twelve (12) consecutive months. The Association must be notified in writing and receive a copy of any lease. Both the Owner (lessor) and the lessee covenant to comply with the restrictions set forth in this Restated Declaration, as well as any rules and regulations and/or policies the Board may adopt, as amended from time to time. Owners and their lessors will be held jointly responsible for any fines incurred as a result of violations of the restrictions contained in the Restated Declaration and/or any adopted Association rules and regulations or policies. No Residence shall be subject to any type of time-sharing, fraction sharing or similar program whereby the right to exclusive use of the Residence rotates among members of the program.

(c) Single Family Dwellings Only. No Improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and its customary and usual accessory structures (as permitted by the Architectural Control Committee), provided, however, the Architectural Control Committee may permit a Residence to be located on more than one Lot and may impose specific requirements and conditions with respect to such permission.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 9.1. Membership. The Architectural Control Committee shall consist of not more than three (3) voting members (the "Voting Members").

Section 9.2. Association's Rights of Appointment. The Association's Board shall have the right to appoint and remove all members of the Architectural Control Committee. The Association's Board of Directors may delegate in whole or in part its right to appoint and remove members of the Architectural Control Committee by written instrument.

Section 9.3. Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. The Architectural Control Committee may appoint an agent to act on behalf of the Architectural Control Committee and the Architectural Control Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.

Section 9.4. Term. Each Voting Member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

Section 9.5. Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, architectural guidelines, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable.

Section 9.6. Review of Proposed Construction. The Architectural Control Committee shall have the right whenever its approval is required under this Declaration to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which in its sole discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. Upon written request, the Architectural Control Committee may waive the requirement of such plans for any Lot if the Builder uses plans previously approved by the Architectural Control Committee for another Lot. There shall be no material revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be

deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 9.7. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 9.8. Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate any of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all Voting Members, which may be taken without a meeting, shall constitute an act of the Architectural Control Committee.

Section 9.9. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 9.10. Work in Progress. At its option, the Architectural Control Committee may inspect any work in progress to insure compliance with approved Plans and Specifications.

Section 9.11. Nonliability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such person.

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

Section 9.12. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at P.O. Box 473 1530 Sun City Blvd., Suite 120, Georgetown, TX 78633, or such other address as may be designated by Board from time to time.

ARTICLE X ANNEXATION

Section 10.1. Annexation by Action of Members. At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes of the membership, and by FHA and VA as set forth in Subsection 9.1(b) above. Any property that is contiguous to existing property to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 9.1(a) above executed by the parties herein described.

Section 10.2. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of any Owner to annex any property to this Declaration and no Owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

ARTICLE XI GENERAL

Section 11.1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and

those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 11.2. Assessment of Fines. In addition to any other remedy set forth in this Declaration, and subject to the limitations and procedures set forth below, the Association, acting through the Board, shall have the power and authority at all times to assess reasonable fines against an Owner for violations of any restriction, condition, covenant, or reservation set forth in this Declaration or any rules or regulations adopted by the Association pursuant to Section 3.2 of this Declaration, which have been committed by an Owner, an occupant of the Owner's Lot, or the Owner or occupant's family, guests, employees, contractors, agents or invitees.

In determining the amount of a fine, the Board shall take into consideration the following factors:

- (a) the seriousness of the violation;
- (b) whether it is a first violation of the particular restriction, rule or regulation or a continuing or repeat violation of the same restriction, rule or regulation;
- (c) whether the violation poses a risk of harm to other residents or property;

- (d) whether the amount of the fine is sufficient to incentivize the Owner to cure the current violation and/or deter future violation of the same restriction, rule or regulation;
- (e) whether the Owner agrees in good faith to correct the violation within a specified time frame; and/or
- (f) any extenuating circumstances or other factors the Board deems relevant to assessing a reasonable fine based on the facts of the particular violation.

Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. Notwithstanding anything to the contrary, the amount of a fine assessed by the Board shall not exceed \$250 per violation, and the total accumulated amount of fines for a continuous, uninterrupted violation of the same restriction, rule or regulation shall not exceed \$1,000 in the aggregate.

The procedure for assessment of fines shall be as follows:

- (a) the Association, acting through an officer, Board member or managing agent, must give the Owner notice of the fine not later than thirty (30) days after the assessment of the fine by the Board;
- (b) the notice of fine must describe the violation;
- (c) the notice of fine must state the amount of the fine;
- (d) the notice of fine must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine; and
- (e) the notice of fine must allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Payment of an assessed fine is due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, payment of such assessed fine will be due immediately after the Board's decision at such hearing, assuming that a fine of some amount is confirmed by the Board at such hearing. The payment of each fine assessed by the Board against the Owner of a Lot is, together with interest thereon

and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 2.5 of this Declaration.

Section 11.3. Terms and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the holders of not less than sixty-seven percent (67%) of the votes outstanding. Any amendment must be recorded. To the extent required by applicable regulations promulgated by the FHA or VA, amendments shall be subject to prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan.

Section 11.4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 11.5. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.6. Miscellaneous Provisions. Any provisions of this Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

(a) FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, then, to the extent required by

applicable regulations promulgated by the FHA or the VA, the following actions will require approval of the FHA and the VA as applicable: (1) addition of properties except as set forth in Article IX, (2) mortgaging or dedication of Common Areas, (3) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association, and (4) dissolution of the Association.

(b) The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to this Declaration.

(c) Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(d) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof of interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

(ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

(iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots; or

(iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

(e) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 11.7. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

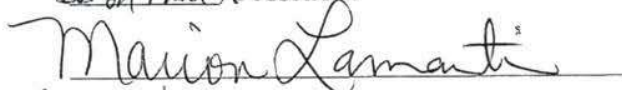
Section 11.8. Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

Section 11.9. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

CERTIFICATION OF THE ASSOCIATION'S
PRESIDENT AND SECRETARY

The undersigned President and Secretary of Shady Oaks Georgetown Homeowners Association, Inc. (the "Association") hereby certify that this Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shady Oaks Estates (the "Restated Declaration") was approved by members representing at least sixty-seven percent (67%) of the total votes allocated to members of the Association pursuant to Section 209.0041 of the Texas Property Code and hereby ratify, confirm and approve the terms and provisions of the foregoing Restated Declaration.

SHADY OAKS GEORGETOWN
HOMEOWNERS ASSOCIATION, INC.


Dalton Abus President

Marion Lamantia Secretary

STATE OF TEXAS

§

Consolidated, Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Shady Oaks Estates

COUNTY OF WILLIAMSON

§

THIS INSTRUMENT was acknowledged before me this 14 day of December, 2018 by Debra Robinson, President of Shady Oaks Georgetown Homeowners Association, Inc.

[Signature]

Notary Public of Texas

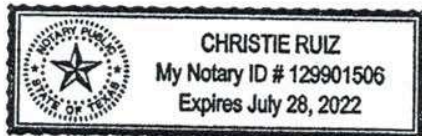
STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

THIS INSTRUMENT was acknowledged before me this 14 day of December, 2018 by Marion Lamantha, Secretary of Shady Oaks Georgetown Homeowners Association, Inc.



[Signature]

Notary Public of Texas

EXHIBIT A

Property Description

Shady Oaks Estates Section One, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 9646894, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Two, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 199972595, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Three, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2001055343, Official Public Records of Williamson County, Texas, and the Re-Plat recorded at Document No. 2006017860 of the Official Public Records of Williamson County, Texas.

Shady Oaks Estates Section 4, Phase 4, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2005091523, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section 4, Phase 5, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2006094525, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section 4, Phase 6, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2007098847, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Four, Phase 7A, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2012001301, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Four, Phase 7B, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2012001433, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Four, Phase 8, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2014037736, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Four, Phase 9, a subdivision in Williamson County, Texas,

**Consolidated, Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Shady Oaks Estates**

as shown on the map or plat recorded at Document No. 2010020338, Official Public Records of Williamson County, Texas

Shady Oaks Estates Section Four, Phase 10, a subdivision in Williamson County, Texas, as shown on the map or plat recorded at Document No. 2008060128, Official Public Records of Williamson County, Texas

Marion Lamantia

② 113 Buena Vista Dr
Georgetown TX 78633

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2018109762

REST Fee: \$157.00
12/17/2018 09:35 AM OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2019125348

REST Fee: \$157.00
12/27/2019 10:48 AM OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas