



**RIVER PLACE ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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

THAT, WHEREAS, RIVER PLACE ESTATES, LLC. (“River Place”) and JAMES H. MILLS and LAVON MILLS (“Mills”) (collectively, “Declarant”), are the owners of that certain real property located in Williamson County, Texas, which is more fully described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, The Property has historically been used for agricultural purposes, Declarant now desires to convey the Property subject to certain protective covenants, conditions, and restrictions for the benefit of the present and future owners of the Property and still allow future owners to continue to use the Property for agricultural purposes, if they so desire.

WHEREAS, It is the intent of these Covenants, Conditions and Restrictions to encourage homes that are:

- well designed, timeless and aesthetically pleasing;
- properly sited on their individual property to accommodate slopes, mature trees; views and orientation;
- compatible with other homes in the neighborhood;
- respectful of the native vegetation and appropriately landscaped; and
- protect the privacy of the surrounding homeowners.

NOW, THEREFORE, in order to create and carry out a general and uniform plan for the sale and use of the land described above, Declarant, for the benefit of the “owners” of “tracts” within the subdivision (as such terms are hereinafter defined) does hereby establish and adopt the following Declarations of Covenants, Conditions, and Restrictions for River Place Estates (the “Restrictions”). Further, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on, all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE 1

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Additional Land. “Additional Land” shall mean such tract or tracts, parcel or parcels of land, other than the Land, hereafter made subject to these Restrictions by Declarant

1.02 Architectural Committee. “Architectural Committee” shall mean the committee created pursuant to this Declaration to review, and approve plans for the construction of Improvements upon the Property.

1.03 Architectural Committee Rules. “Architectural Committee Rules” shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.

1.04 Assessment. “Assessment” or “Assessments” shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. “Association” shall mean and refer to The River Place Estates HOA, Inc., a Texas non-profit corporation created or to be created pursuant to the Certificate of Formation.

1.06 Association Rules. “Association Rules” shall mean the rules and regulations adopted by the Board from time to time concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

1.07 Board. “Board” shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of these restrictions.

1.08 Bylaws. “Bylaws” shall mean the Bylaws of the Association as adopted by the Board, and as amended from time to time, in substantially the form attached hereto as Exhibit ”D”.

1.09 Certificate of Formation. “Certificate of Formation” shall mean the Certificate of Formation of River Place Estates HOA, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as the same are amended from time to time, in the form attached hereto as Exhibit “C”.

1.10 Common Area. “Common Area” shall mean all real property, including the improvements thereto, conveyed, leased or licensed to the Association by Plat dedication, lease agreement, license agreement or otherwise. The Common Area shall be owned and/or held by the Association for the common use and enjoyment of the owners. The Common Area may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time. At the time Declarant annexes additional real property to the Property in accordance with Section 2.02 hereof, additional Common Area may be designated.

1.11 Declarant. “Declarant” shall mean River Place and Mills, their duly authorized representatives or its successors or, assigns; provided that any assignment of the rights of River Place or Mills as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.12 Declaration. “Declaration” shall mean this instrument, as it may be amended from time to time.

1.13 Improvement. "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, canine runs, screening walls, retaining walls, stairs, decks, landscaping, irrigation facilities, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, electric, telephone, regular or cable television, or other utilities.

1.14 Landscaping. "Landscaping" shall mean all growing plants (including, without limitation, grass, vines, groundcover, trees, shrubs, flowers, and bulbs) and related materials (including, without limitation, mulch, landscape edging and other materials used to fertilize, cultivate and sustain such growing plants), underground sprinkler irrigation systems, terraces, planters, screening walls, retaining walls, exterior lighting, and such other improvements for the landscaping and scenic enhancement of any of the Tracts, Common Area, or any other portion of the Property.

1.15 Maintenance Fund. "Maintenance Fund" shall mean and include any accumulation of (i) the Annual Maintenance charges collected by the Board in accordance with the provision of these Restrictions for the continued maintenance, insuring, repair, and operation of, and the construction of Improvements in, the Subdivision, and (ii) interest, penalties, assessments and other sums and revenues collected by the Board pursuant to these Restrictions.

1.16 Member. "Member" or "Members" shall mean any person persons, entity, or entities holding membership rights in the Association.

1.17 Mortgage. "Mortgage" shall mean a security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the repayment of a loan made to Owner, duly recorded in the Office of the County Clerk of Williamson County, Texas creating a lien or security interest encumbering a Tract, a House and/or any Improvements thereon.

1.18 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.19 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.20 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.21 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, erection, modification and/or removal 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.

1.22 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described on Exhibit "A" attached hereto and

incorporated herein by reference, plus any additional land added thereto in accordance with the procedures set forth herein.

1.23 Restrictions. “Restrictions” shall mean this Declaration, as the same may be amended from time to time, together with the Rules, Committee Rules and the Certificate of Formation and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.24 Selling Period. “Selling Period” shall mean the period of time that Declarant owns or has the option to acquire all or any portion of the Property. The Declarant may terminate the Selling Period by an instrument executed by the Declarant and recorded in the Official Public Records of Williamson County, Texas.

1.25 Subdivision. “Subdivision” shall mean a portion of the Property which is subdivided by virtue of a Deed which is filed of record in the Real Property Records of Williamson County, Texas.

1.26 Tract. “Tract” or “Tracts” shall mean any parcel or parcels of land within the Property shown as a subdivided Tract of land out of the Property, together with all Improvements located thereon.

ARTICLE II

ADDITION AND WITHDRAWAL OF LAND

As each area is added or dedicated, Declarant may record one or more Supplemental Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area. To the extent any provision of a Supplemental Declaration conflicts with any provision of this Declaration, the provision of the Supplemental Declaration is intended to and shall be controlling.

2.01 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land as hereinafter described, this Declaration, and covenants and conditions, restrictions and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in Supplemental Restrictions affecting such added lands) 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. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Williamson 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, or instrument number, of the Williamson County Real Property Records 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, if any, to be owned by the Association within the land being added.

2.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas 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 hereunder, Declarant shall be required only to record in the Real Property Records of Williamson 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, or instrument number, of the Williamson County Real Property Records 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

Declarant hereby declares that the Property is and shall be held, conveyed, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a common plan or scheme for the subdivision, improvement and sale of the Property, and is further established for the purposes of enhancing and perfecting the value, desirability, and attractiveness, of the Property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant, all Owners and their respective successors in interest. Given the foregoing, all of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01 Residential Use Restriction.

3.01.1 Except as otherwise provided in subsection 3.01.2, each Owner shall use his /her Tract and any improvements situated thereon for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Tracts for duplex apartments, garage apartments or other apartment uses or for any business, professional or other commercial activity of any type (except as provided in subsection 3.01.2 below).

3.01.2 The Owner of any Tract may use any Improvement located thereon for a home occupation, subject to the following terms, conditions and limitations:

3.01.2(a) The home occupation shall be conducted entirely within the House or other improvement located on the Tract. The House located on the Tract shall be the bona fide residence of the Owner or Occupant and the practitioner of the home occupation conducted on the subject Tract.

3.01.2(b) In addition to the Owner's family members residing in the House located on the Tract, no more than (1) natural person may participate in any and all home occupations conducted on the subject Tract.

3.01.2(c) The residential character of the Tract and other Improvements located on the Tract shall be maintained at all times. Neither the interior nor the exterior of the House or other Improvements shall be structurally altered so as to require compliance with non-residential construction codes to accommodate any home occupation conducted on the subject Tract.

3.01.2(d) No home occupation conducted on the Tract shall generate customer related vehicular traffic in excess of eight (8) vehicle trips per twenty-four (24) hour day in the Subdivision (excluding vehicle trips for family, household or other residential purposes). Parking for all vehicular traffic generated from any and all home occupations conducted on any Tract shall be provided on the subject Tract and not on any other Tract or Common Areas.

3.01.2(e) No equipment or material associated with any home occupation conducted on the Tract shall be displayed or stored where visible from any other location in the Subdivision outside the boundaries of the subject Tract.

3.01.2(f) No home occupation conducted on the Tract shall produce external noise, vibration, smoke, dust, odor, heat, fumes, electrical or radio frequency interference or waste runoff outside the Improvements located on the subject Tract or on any exterior area of the Tract or any portion of the Tracts surrounding the subject Tract.

3.01.2(g) Neither the home occupation conducted on the Tract, nor the street address of such home occupation may be advertised by any means, medium or manner, and no such signs may be located on the Tract or any other portion of the Subdivision or outside the boundaries of the Subdivision.

3.01.3 Except as otherwise provided in this subsection 3.01.3, an Owner may lease the Owner's Tract and all Improvements situated thereon for single-family residential purposes only. For purposes of this provision, lease of an Owner's Tract for single-family residential purposes shall mean for a period of time no less than sixty (60) consecutive days. Notwithstanding the foregoing, no Owner may lease or rent any guest house, cabana, or other secondary building or Improvement on the Owner's Tract to any person unless the subject Tract, the House and all other Improvements located thereon, are also leased or rented to the same person.

3.02 Antennae. No exterior radio or television antenna, or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or other entertainment purposes shall be erected or maintained, except within the attic of the main residential structure on any Tract, and except further that two satellite dish or other similar instrument with a diameter no greater than three feet (3') may be affixed to the rear roof ridge of a residence on a Tract or other location as approved by the Architectural Committee. No antennae or other similar devices, unless otherwise permitted by this Section 3.02, shall be permitted on the roof of any residence located on any Tract.

3.03 Solar Panels. The following provisions shall govern the installation and maintenance of "Solar Energy Devices," as defined in Section 171.107, Texas Tax Code on an Owner's Tract. Pursuant to Section 171.107 of the Texas Tax Code, "Solar Energy Devices" shall mean "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy," including "a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power."

3.03.1 An Owner must apply to the Architectural Committee for written approval of the installation of a Solar Energy Device and its proposed location. Architectural Committee approval may not be withheld if the Solar Energy Device meets or exceeds the requirements and limitations set forth herein, unless the Architectural Committee determines in writing that placement of the Solar Energy Device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

3.03.2 No Solar Energy Device may be installed by or on behalf of any Owner: (1) on any portion of Common Area; (2) on any other property owned or maintained by the Association; (3) on any portion of any property owned in common by the members of the Association; or (4) at any location on an Owner's Tract other than: (a) on the roof of the home constructed on the Owner's Tract; or (b) in a fenced yard or patio owned and maintained by the Owner.

3.03.3 Solar Energy Devices to be installed in a fenced yard or patio may not be taller than the fence line on such Tract.

3.03.4 Solar Energy Devices to be installed on the roof of a home must comply with the following installation requirements:

3.03.4(a) the Solar Energy Device must not extend higher than or beyond the roofline;

3.03.4(b) the Solar Energy Device must conform to the slope of the roof and have a top edge that is parallel to the roofline; and

3.03.4(c) the Solar Energy Device's frame, support bracket, and/or visible piping or wiring must be of or painted in a silver, bronze, or black tone commonly available in the marketplace.

3.03.5 In addition, Solar Energy Devices to be installed on the roof of a home must also be installed on a portion of the roof designated by the Architectural Committee, which should generally be a portion of the roof that is not readily visible from a street or common area. An Owner may install a Solar Energy Device in a location on the roof other than the location designated by the Architectural Committee only if installation of the Solar Energy Device at such alternative location will increase the estimated annual energy production of the Solar Energy Device by more than ten percent (10%), as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory.

3.03.6 Irrespective of the location, an Owner may not install a Solar Energy Device on his or her Tract in a manner that, as installed, would violate material warranties for the Solar Energy Device.

3.03.7 An Owner may not install any Solar Energy Device on his or her Tract that, as adjudicated by a court, constitutes a threat to public health or safety or a violation of law.

3.03.8 The Architectural Committee may withhold approval for installation of any Solar Energy Device, even if such Solar Energy Device otherwise complies with the installation requirements set out above, if the Architectural Committee determines in writing that placement of the Solar Energy Device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making such determination, the written approval of the proposed placement of the proposed Solar Energy Device by all Owners of adjacent property constitutes prima facie evidence that such a condition does not exist.

3.04 Tanks. No exterior propane tanks, other than (a) propane tanks contained within or attached to residential barbecue units, or (b) one tank buried or completely screened by masonry wall as approved by the Architectural Committee, shall be placed or maintained on any Tract.

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

3.06 Subdividing. No Tract shall be further divided or subdivided, nor may any easements or other interests in the Tract less than the whole be conveyed by the Owner without the prior written approval of the appropriate Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Tract and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.07 Flags. Except as provided below, no flags may be displayed on an Owner's Tract so as to be visible from adjoining property or public or private thoroughfares unless approved by the Architectural Committee. Notwithstanding, subject to the terms and conditions set forth below, no Owner shall be prohibited from displaying on such Owner's Tract the flag of the United States of America, the flag of the State of Texas, and/or an official or replica flag of any branch

of the United States armed forces (hereinafter "Permitted Flags").

3.07.1 An Owner may not display, locate or place a Permitted Flag or flagpole on: (1) any portion of Common Area; (2) any other property owned or maintained by the Association; or (3) any portion of any property owned in common by the members of the Association.

3.07.2 Except as otherwise approved by the Architectural Committee, no more than one (1) flagpole may be constructed on any Owner's Tract, and no flagpole shall exceed twenty feet (20') in height.

3.07.3 Any display of the flag of the United States of America shall be done in accordance with 4 U.S.C. Sections 5-10.

3.07.4 Any display of the flag of the State of Texas shall be done in accordance with Chapter 3100, Texas Government Code.

3.07.5 A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The Architectural Committee shall have the authority to require a common materials standard for all flagpoles installed within the Property, and shall otherwise be entitled to review and approve all proposed flagpole materials to ensure compliance with the requirements of this provision.

3.07.6 A displayed Permitted Flag and the flagpole on which it is flown must be maintained at all times in good condition and repair. Any deteriorated Permitted Flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed by the Owner at his or her sole cost and expense.

3.07.7 The display of any Permitted Flag and the location and construction of a supporting flagpole must comply with all applicable zoning ordinances, easements, and setbacks of record.

3.07.8 An Owner may not display a Permitted Flag that exceeds a dimension of eight feet (8') in height by five feet (5') in width.

3.07.9 If evening display of a Permitted Flag is desired, the Permitted flag may be lit from the base of the flagpole (using a maximum of two bulbs) with a total of no more than one-hundred fifty (150) watts. The light must shine directly up at the Permitted Flag, and cannot cause any type of light spillage onto adjoining properties.

3.07.10 Flagpole halyards must be of a type which does not make noise under any wind conditions. All halyards must be securely fastened so as to minimize noise to the greatest extent reasonably possible.

3.08 Signs.

3.08.1 Except as otherwise provided in this subsection 3.08.1, no sign of any kind shall

be displayed on any Tract within public view from any other Tract or right-of-way without the prior written approval of the Architectural Committee. The Architectural Committee may permit signs of any type advertising a portion of the Property or a Tract for sale or lease or it may set standards for the same.

3.08.2 Section 3.08.1 shall not apply to:

3.08.2(a) signs which are part of Declarant's overall marketing plan for the Property, as determined by the Declarant in its sole discretion.

3.08.2(b) signs advertising a political candidate or ballot item for an election during a time period commencing on or after the 90th day before the date of the election to which the sign relates and ending the 10th day after such election date (hereinafter referred to as a "Political Sign"). A Political Sign must be located on the Tract of the Owner or resident who authorizes the sign, and may not be located on Common Areas, rights-of-way within the Property, or the Tract of an Owner or resident who has not granted prior authorization for the Political Sign. Only one Political Sign for each candidate or ballot item may be displayed on a Tract at a time and no Political Sign may exceed four feet by six feet in size. Notwithstanding anything to the contrary, a Political Sign must be ground-mounted, and may not be mounted, installed, posted, or displayed in any other manner. Specifically, a Political Sign may not: (1) be displayed from a window, balcony, facade of a building, roof, fence, or any other structure or improvement on a Tract; (2) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (3) include the painting of architectural surfaces (e.g., not painted on a building or fence); and/or (4) contain roofing materials, siding, paving materials, or any other similar building components. In addition, a Political Sign must not: (1) contain language, graphics, or any display that would be offensive to the ordinary person. (2) be accompanied by music, other sounds, or streamers; (3) be distracting to motorists; (4) contain balloons, lights, or nonstandard decorative components; (5) contain flora or any other similar landscaping components; and/or (6) violate a law or threaten the public health or safety. In addition to any other remedies available to the Association for a violation of the Declaration, the Association may exercise self-help remedies to remove a political sign that violates this section without prior notice to the Tract's Owner or residents.




3.09 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), an Owner or resident may display or affix one or more religious items to the outside surface of the front door or front door frame for a home constructed on his or her Tract, provided: (1) the display is motivated by the Owner or resident's sincere religious belief; (2) the display of one or more items does not exceed a collective total size of 25 square inches; (3) the display does not extend past the outer edge of the front door frame; (4) the display does not violate a law or threaten public health or safety; and (5) the display is not patently offensive to a passerby of average sensibilities.


3.10 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to

accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property 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.

3.11 Noise. No exterior horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. Exterior speakers for the playing of music are allowed provided they are played at a reasonable level. 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 other portion of the Property or to its occupants. If any security device on any Tract malfunctions six or more times in any given thirty-day period, the Association shall have the right to levy a fine against the owner of such Tract.

3.12 Construction of Improvements. No Improvements shall be constructed, erected or placed upon any Tract, and no Improvement on any Tract may be modified or removed, without the prior written approval of the Architectural Committee. Anything herein to the contrary notwithstanding, the Architectural Committee may limit review to a review of a typical floor plan for the proposed residence type, and upon the approval by the Architectural Committee of such typical floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by the Architectural Committee. Any Owner that elects to install utilities in the easement granted by the Easement Agreement for Utilities recorded at Document Number 2015100846 in the Williamson County Public Records, shall be required to get approval by the Architectural Committee. Prior to the start of any construction the Owner shall submit plans for approval showing the type and location of all utilities to be installed.

 3.13 Dwelling Size. For any residence located on the Property; the minimum floor areas for the main structure (including all air conditioned living areas, but excluding all open porches and garages), shall be no less than 2,400 square feet if the residence is single-story and 2,800 square feet if the residence is two-story.

 3.14 Building Height. No Improvement shall be constructed in excess of thirty-five feet (35') in height.

3.15 Repair of Buildings. 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.

3.16 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Committee.

3.17 Roofs. Roofing materials are limited to earth tone, non-reflective standing seam metal, clay or concrete tiles, slate, or 30-year composition type shingles or other roofing materials approved in advance by the Architectural Committee. Nothing in this provision shall restrict an Owner from installing shingles that are designed primarily to be wind and hail resistant; provide

heating and cooling efficiencies greater than those provided by 30-year composition type shingles; or provide solar general capabilities; if such shingles when installed (1) resemble shingles used or otherwise authorized for use on Tracts in the Property; (2) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on Tracts in the Property; and (3) match the aesthetics of the property surrounding the Owner's Tract. Roof vents and other penetrations shall be as unobtrusive as possible.

3.18 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.



3.19 Rainwater Harvesting Equipment.


3.20.1 Except as otherwise provided in subsections 3.20.2 – 3.20.5 below, nothing in this Declaration shall prohibit an Owner from installing on his or her Tract a rain barrel or rainwater harvesting system (hereinafter referred to as "Rainwater Harvesting Equipment"). For purposes of this provision Rainwater Harvesting Equipment shall include rainwater harvesting devices, storage containers, related plumbing, or appurtenances thereto, including rain barrels.

3.20.2 No Rainwater Harvesting Equipment shall be allowed: (a) on any portion of Common Area; (b) on any other property owned or maintained by the Association; (c) on any portion of any property owned in common by the members of the Association; or (d) in any front yard area of a Tract or other portion of a Tract which is located between the front of the Owner's home and an adjoining or adjacent street.

3.20.3 If Rainwater Harvesting Equipment is to be located on the side of an Owner's house or at any other location on an Owner's Tract that is visible from a roadway within the Property, another Tract, or a Common Area, prior to installation of such Rainwater Harvesting Equipment, the Owner shall submit to the Architectural Committee plans and specifications for the Rainwater Harvesting Equipment which indicate the size, type, and materials used in the construction of the Rainwater Harvesting Equipment. In such circumstance, the Architectural Committee shall have the authority to regulate the size, type, and shielding of, and the materials used in the construction of the Rainwater Harvesting Equipment provided (a) the regulation does not prohibit the economic installation of the Rainwater Harvesting Equipment on the Owner's Tract and (b) there is a reasonably sufficient area on the Owner's Tract in which to install the Rainwater Harvesting Equipment. Such Rainwater Harvesting Equipment shall also be properly screened so as to obscure view of the Rainwater Harvesting Equipment from adjoining property and the street, and such method of screening, and the proposed screening materials, must also be approved in advance of installation by the Architectural Committee. No Rainwater Harvesting Equipment may be installed on the side of an Owner's house or at any other location on an Owner's Tract that is visible from a roadway within the Property, another Tract, or a common area until the required plans and specifications have been reviewed and approved by the Architectural Committee.

3.20.4 All Rainwater Harvesting Equipment installed on any Tract must be of a color that is consistent with the color scheme of the home constructed on such Tract.


3.20.5 No Rainwater Harvesting Equipment may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

 3.20 Water well for residential use. Nothing in this Declaration shall prohibit an Owner from drilling one water well on their Tract. Any such well shall be drilled by a water well driller and pump installer licensed by the State of Texas. At least 30 days prior to commencing drilling of a water well, the Owner must submit a notice of intent to drill a water well with the Architectural Committee accompanied by a copy of the license from the water well driller and pump installer. Any water well drilled on the Property shall be used for residential use on the Tract it is located only.

3.21 Hazardous Activities. No activities shall be conducted on the Property and no Improvements 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, no hunting shall be permitted upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or exterior fire pits that have been approved by the Architectural Committee, or in contained barbecue units while attended and in use for cooking purposes.

3.22 Temporary Structures. No tent, shack, or other temporary building, improvement or structure shall be placed upon the Property for a period of more than forty eight (48) hours without the prior written approval of the Architectural Committee. Approval may be dependent on the nature, size, duration, and location of such structure. Notwithstanding any provision herein to the contrary: (a) temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction maybe maintained with the proper approval of Declarant; and (b) children's playhouses, doghouses, greenhouses, and buildings for storage of lawn maintenance equipment may be maintained if the same are screened from view from all streets and adjacent Tracts and approved in advance by the Architectural Committee.

3.23 Mining and Drilling. No portion of the Property 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.

 3.24 Air-Conditioning Apparatus Location. No air-conditioning apparatus shall be installed on the ground in front of a residence or on the roof of any residence. Installed air-conditioning apparatus shall be screened so as not to be visible from any street located within or adjacent to the Property. Appropriate screening shall consist of fencing or landscaping and shall be approved in advance by the Architectural Committee. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a residence or at any other location where such would be visible from any street.

3.25 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Tract 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 with a cargo capacity no greater than 3/4 ton), 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 foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles and with a minimum single garage door opening of sixteen (16') feet or a minimum of two (2) garage door openings of nine (9) feet. Tract Owners shall not keep more than two (2) automobiles in a manner which allows them to be visible from any other portion of the Property for any period in excess of forty eight hours. Such automobiles must be operational and parked on a paved or concrete surface. No automobiles or other vehicles may be parked overnight on any roadway within 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 except within enclosed structures or appropriately screened from view.

3.26 Travel Trailers and Recreational Vehicles. No travel trailers, or recreational vehicles shall be parked or placed on any Tract so as to be visible from adjoining property or public or private thoroughfares or on any roadway within the Property in a manner which allows them to be visible from any other portion of the Property for any period in excess of twenty-four (24) hours.


3.27 Fences. The location, materials, and plans and specifications for and all fencing located within the Property shall be approved by the Architectural Committee, in its sole and absolute discretion prior to construction. Chain link fences are prohibited. The maintenance and repair of all fences facing County Road 103, Busby Crossing, Country Vista Lane and River Valley Drive as well as interior boundary fences for a distance of 100 foot shall be the obligation of the Association (fence locations more fully described on Exhibit "B"). The maintenance and repair of all other interior boundary fencing shall be the equal obligation of the Owner's on whose Tract the fencing is located. The Owner's failure to maintain the fencing located upon the Owner's Tract in good repair shall be a violation of this Declaration, subject to the Association's or Declarant's powers of enforcement granted by this Declaration.



3.28 Driveway construction and maintenance: Owners must construct a driveway on their Tract and do so per the provisions and specifications below. Two or more owners may share in the use and maintenance of a driveway. The location of driveways shall be approved by the Architectural Committee, in its sole and absolute discretion, prior to construction. All driveways must have eight inches of road base and be coated with Chip Seal or asphalt. The maintenance and repair of driveways shall be the sole obligation of the Owner on whose Tract the driveway is located. The Owner's failure to maintain the driveway located upon the Owner's Tract in good repair shall be a violation of this Declaration, subject to the Association's or Declarant's powers of enforcement granted by this Declaration.


3.29 Animals. No animals or livestock of any kind shall be raised, bred or kept on any Tract except that one (1) horse, or one (1) cow per four acres shall be allowed. Further, a maximum of ten (10) poultry that are not a nuisance and are for the sole use of the Owner shall be allowed. Swine, sheep or goats being raised for 4-H or school sponsored programs, shall be allowed provided that no more than two (2) such animals per each child with membership in 4-H or school sponsored programs will be allowed on any Tract. Other than the limited exception

herein, no swine, sheep or goats shall be allowed. All animals or livestock must be kept in a fenced area on the owners Tract. All poultry and swine shall be kept in an enclosed structure approved by the Architectural Committee. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose and must be vaccinated for rabies according to State law once a year and registered. No animal shall be allowed to become a nuisance or threat to other Owners

 3.30 Maintenance of Lawns, Plantings and Improvements. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Tract, including any Common Area platted as a part of such Owner's Tract, cultivated, pruned, mowed, and free of trash and other unsightly material, and shall maintain all improvements situated thereon Owners may maintain all or a portion of a tract as agricultural use. Any agricultural use other than grazing or hay production of permanent grasses shall be subject to the approval of the Architectural Committee. All parts of a tract being used for an agricultural purpose shall be maintained in a manner that is consistent with good maintenance practices associated with the agricultural activity.

3.31 Masonry Requirements. The walls of any residence to be located upon a Tract, inclusive of the chimney, must be 100% masonry (stone, brick, hardie board or stucco).

3.32 Obstruction of Views. Each Tract Owner acknowledges and agrees that neither the Architectural Committee nor the members thereof shall be liable to any owner for monetary damages or otherwise due to the construction of any Improvement, including but not limited to overhead electric and telephone lines, within the Property or the creating thereby of an obstruction to the view from such owner's Tract or Tracts or an effect on such Owner's privacy.

 3.33 Construction Activities. Nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Tract within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.34 Construction in Place. All dwellings constructed on the Property shall be built in place on the Tract and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

3.35 Rentals. Except as provided by Section 3.01.3 above, nothing in this Declaration shall prevent the rental of any Tract and the Improvements thereon by the Owner thereof for single-family residential purposes. Additionally, Owners may lease the tracts for grazing, hay production or any other agricultural purpose allowed by these Restrictions.

3.36 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 Tract 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 Tract, agrees to hold Declarant harmless therefrom.

3.37 Homestead Plan. Each Owner shall be required to submit a detailed Homestead Plan prior to commencement of construction of any structure on a Tract describing such matters as the Architectural Committee shall require from time to time, pursuant to the Architectural Committee Rules, and such plan must be approved in writing prior to the commencement of construction of any Improvement. No construction whatsoever, including without limitation, site preparation, clearing of trees or excavation, shall commence without the prior written approval of the Architectural Committee. All construction and development shall comply strictly with the approved Homestead Plan. Any person purchasing any portion of the Property acknowledges that the breach or violation of this covenant is likely to result in irreparable harm to the rights and interest of other Owners and that the Architectural Committee or the Association, on behalf of such Owners, shall be entitled to seek injunctive relief, in order to prohibit such violation; provided, however, that this provision shall be in addition to any other remedies available hereunder at law or in equity.

3.38 Time of Construction. Without the prior written consent of the Architectural Committee, no building material of any kind or character shall be placed or stored upon any Tract more than 30 days before Construction of Improvements is commenced. All materials permitted to be placed on a Tract shall be placed within the property lines of the Tract. Upon completion of construction of any such Improvement, any unused material shall be removed immediately from the Tract. After commencement of construction of any Improvements on a Tract, the work thereon shall be prosecuted diligently and any such Improvement shall not remain in a partial finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the Architectural Committee prior to the commencement of construction, the construction of any Improvement on a Tract shall be completed within 12 months from the date of commencement of construction, excluding delays due to strike, war, acts of God or other causes beyond the reasonable control of the Owner. The Architectural Committee reserves the right to adopt rules regarding hours of construction, trash control, noise and security deposits to insure compliance with the Rules.

3.39 Encouraged Elements. The following architectural features are generally appropriate to the community:

- Arcades, colonnades, loggias, and covered passages between structures;
- Outdoor spaces, which extend living functions seasonally;
- Semi-enclosed courtyards;
- Designs, which save as many large caliper trees as possible;
- Semi-circular arched openings used discretely;
- Combinations of hip and gable roofs;
- Non-reflective standing seam metal or tile roofs in muted colors; and

- Roof overhangs of 18” or wider measured from exterior cladding.



3.40 Structure Screening. All permanent building structures shall be required to have at least one tree planted and maintained to provide screening of the structure. A minimum of one tree shall be planted and maintained for each 25 feet of visible structure. The amount of visible structure shall be determined by measuring the horizontal length of all exterior walls of the structure. Trees shall be planted within 50 feet of the structure. Existing approved trees 8 feet or taller within 100 feet of the structure shall qualify to meet this requirement. Trees planted shall be a minimum of 5 feet tall. Approved trees include: Arizona Cypress, American Elm, Bald Cypress, Bur Oak Cedar Elm, Chinese Pistache, Chinquapin Oak, Green Oak, Live Oak, Mexican Sycamore, Monterey Oak, Pecan, Sycamore, Texas Red Oak, Texas Ash and any others approved by the Architectural Committee. The location and type of the tree(s) must be submitted to the Architectural Committee with the plans for the structure.

3.41 Satellite Dishes. Satellite dishes which do not exceed the dimensions of 18” in diameter or two feet (2’) in height may be erected and maintained on the property, provided any such device must be screened so as not to be visible from other Tracts or streets. Devices that do not meet these requirements must be submitted to the Committee for consideration, approval for which may or may not be granted.

3.42 Barbecue Grills. Freestanding barbecue grills are permitted only if they are stored and used in a location that is not visible from the street or any adjacent property. The use of built in grills is encouraged.

3.43 Exterior Lighting. Exterior lighting must be kept to a minimum, but consistent with good security practices. No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Moonlighting down from and up lighting of trees from the ground is recommended, but shall be shielded to eliminate off-site glare and source visibility. Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Holiday lighting is an exception. Sodium, mercury vapor, or bare HID yard lights are not allowed. Approval of the proposed illumination plan is required as part of the required landscape plan.

3.44 Floor Area Ratio. The second story of any residence shall not exceed 60% of the enclosed first floor of the residence (heated or air-conditioned), including garages, but not including covered outdoor spaces. Two story interior spaces are included as second floor area in calculating the percentage of second floor area to be built.

3.45 Pool Plans. Swimming pools shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. Adequate screening, security, and maintenance shall be provided. Fencing and walls around the pool shall be permitted as described above and integrated into the design of the dwelling and site. Fences must meet all governmental regulations for safety. The pool plan must be drawn on a copy of the previously approved site plan, with specific indications of distances from the water containing basin(s) and surrounding slab walks to the Tract lines. The Committee reserves the right to require a cross section through the pool, should such detail aide in the review process for the facility.

3.46 Setback Lines. No building or other Improvement (excluding fences) shall be located nearer than 150 feet from any front Tract line and no nearer than 75 feet from any side or rear Tract line.

3.47 Tracts 5 and 6. All Improvements, Landscaping and other items subject to being governed by Article III of these Restrictions that are in place on Tracts 5 and 6 as of the date of these Restrictions are exempt from these Restrictions. All additions, changes, repairs or remodels after the date of these Restrictions are to be governed by these Restrictions. This section in no way exempts Tracts 5 and 6 from maintaining the Tract and Improvements in accordance with the Restrictions.

ARTICLE IV

COMMON AREA USE RESTRICTIONS

4.01 General. The Property designated as Common Area may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific areas, Declarant may, in its sole and absolute discretion, permit other improvements and uses. Any Supplemental Declaration recorded for a portion of the Property may designate such area to be used and improved for single-family residential.

4.02 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.

4.03 Recreational Improvements. Any proposed construction of recreational improvements within a Common Area shall be subject to approval by the Architectural Committee.

4.04 Utilities. Any Owner that elects to install utilities in the easement granted by the Easement Agreement for Utilities recorded at Document number 2015100846 in the Williamson County Public Records, shall be required to get approval by the Architectural Committee. Prior to the start of any construction the Owner shall submit plans for approval showing the type and location of all utilities to be installed.

ARTICLE V

THE RIVER PLACE ESTATES HOA, INC.

5.01 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 Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (A) below are hereinafter sometimes referred to as "Class A Members," Declarant is hereinafter sometimes referred to as the "Class B Member."

- (A) The Owner, including Declarant, of each Tract within the Property shall have one vote for each Tract so owned, subject to the suspension provisions set out in Section 5.06(B) herein below. Any property interest in a Tract entitles the Owner thereof to vote herein provided which if held jointly or in common by more than one Owner shall require that such Owners thereof designate a single Owner who shall be entitled to cast such vote and no other person shall be authorized to vote on behalf of such property interest.
- (B) In addition to any votes to which it may be entitled by reason of subparagraph (A) of this section, for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until such time as Declarant no longer owns any land within the Property. Declarant shall be entitled to the additional votes hereunder regardless of whether the land entitling Declarant to such votes has been subdivided or not.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Tract for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Tract and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Tract entered upon, shall be a lien upon the Tract entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions.
- (F) Fines and Damages Assessment. To assess fines against an Owner for violations of any restriction set forth in this Declaration, Bylaws, Architectural Committee Rules (if any), or any Association Rules adopted by the Board which have been committed by an Owner, an occupant of the Owner's Tract, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities located on Common Area by the Owner, an occupant of the Owner's Tract, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this Section will be considered an Assessment as provided in Article VII below. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board, or any managing agent acting on behalf of the Board, will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules

and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines. The procedure for assessment of fines and damage charges will be as follows:

- (1) the Association, acting through an officer, Board member or managing agent, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;
- (2) the notice of the fine or damage charge must describe the violation or damage;
- (3) the notice of the fine or damage charge must state the amount of the fine or damage charge;
- (4) the notice of a fine or damage charge 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 or damage charge; and
- (5) the notice of a 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.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing. The payment of each fine and/or damage charge levied by the Board against the Owner of a Tract 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 Article VII of this Declaration.

- (G) Resale Certificates. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Tract Owner for which the certificate is furnished.
- (H) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of the Restrictions or Rules, or in the performance of any other right, duty, power, or authority of the Association.
- (I) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, street lights, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

- (J) **Manager.** To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (K) **Property Services.** To pay for water, sewer, garbage removal, landscaping, gardening and all other utility services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (L) **Other Services and Properties.** To obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Certificate of Formation or Bylaws of the Association.
- (M) **Construction on Association Property.** To construct new improvements or additions to Association properties, subject to the approval of the appropriate Architectural Committee as is required by this Declaration.
- (N) **Contracts.** To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any other person.

- (O) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.05 Maintenance. The Association shall (a) maintain, repair and replace as necessary all landscaping, irrigation systems, entrance signs, fences, and other improvements (other than roadways and utility lines) within any right-of-way which is within or adjacent to the Property; and (b) maintain all Common Area, including but not limited to maintaining any drainage facilities thereon in good and functioning condition, (c) any roads within the Subdivision that are private roads serving the Subdivision and (d) any other items deemed necessary by the Association Board.

5.06 Common Area.

- (A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (1) To accept, own, operate and maintain all Common Area which may be conveyed, leased or licensed to it, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed, leased or licensed to the Association, and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned, leased or licensed by the Association to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate. Additionally, the Board shall have the authority to and shall obtain insurance for all insurable Improvements on the Common Properties against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Insurable Improvement on the Common Properties in the event of damage or destruction from any such hazard.

- (B) The Board shall have: (i) right to prescribe rules and regulations for all use, enjoyment, and maintenance of the Common Properties; (ii) the right to borrow money for the purpose of improving the Common Areas, or any part thereof, and

to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; (iii) the right to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure; (iv) the right to suspend usage of the Common Areas by any member of the Association during which time any Assessment levied under this Declaration remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.

5.07 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI


ARCHITECTURAL COMMITTEE

6.01 Establishment and Composition. There is hereby established an Architectural Committee which shall consist of three members. The following persons are hereby designated as the initial members:

Position	Name	Address
Member	Matt Naiser	P.O. Box 411 Georgetown, Texas 78627
Member	James H. Mills	P.O. Box 411 Georgetown, Texas 78627
Member	Steve Bamsch	P.O. Box 411 Georgetown, Texas 78627

Members of the Architectural Committee shall serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

6.02 Voting. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the Architectural Committee at a meeting or otherwise shall constitute the act of the Committee.


 6.03 Terms of Office. Unless the initial members of the Architectural Committee have resigned or have been removed, their terms of office shall be for the period of time indicated below (except as provided in Section 6.4 below):

6.03.1 The term of office of Position No. 1 shall expire three (3) years after commencement.

6.03.2 The term of office of Position No. 2 shall expire two (2) years after commencement.

6.03.3 The term of office of Position No. 3 shall expire one (1) year after commencement.

Thereafter, the term of each Architectural Committee member appointed shall be for a period of three (3) years provided terms shall be staggered, so only one Member's term shall expire each year, and initial appointees shall draw for a one, two, or three year initial term(s). Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned or whose terms have expired may be reappointed.

 6.04 Appointment and Removal. Notwithstanding any other provisions to the contrary, the right to appoint and remove all members of the Architectural Committee at any time, with or without cause, shall be, and hereby is, vested solely in Declarant until the latter of the following (a) December 31, 2021, or (b) such time as Declarant owns fewer than 25% of the Tracts in the Subdivision. Declarant reserves the right to record a waiver of the right herein retained in the Official Public Records of Williamson County, Texas. Upon any such event, the Board shall appoint all members of the Architectural Committee in accordance with the Bylaws of the Association.

6.05 Resignations. Any member of the Architectural Committee may resign at any time from the Committee by giving written notice thereof to Declarant or the Association as the situation requires.

6.06 Vacancy. Vacancies on the Architectural Committee, however caused, shall be, except as provided in Section 6.04 of this Article, filled by Declarant. A vacancy shall be deemed to exist in case of death, incapacity, resignation or removal of any regular member.

6.07 Transfer of Authority to the Association. The duties, rights, powers, and authority of the Architectural Committee constituted hereby may be assigned at any time, at the sole election of a

majority of the regular members of the Architectural Committee, to the Board, and from and after the date of such assignment, and the Architectural Committee's acceptance thereof by the Board, the Board shall have full right, authority and powers, and shall be obligated to perform the functions of the Architectural Committee as provided herein (and in the Bylaws of the Association).

6.08 Address. Applications for approval of proposed construction, erection, placement, modification and/or removal of Improvements, Homestead Plans and other requests for action by the Architectural Committee shall be submitted to the Architectural Committee at such address as may from time to time be designated by the Architectural Committee by written instrument recorded in the real Property Records of Williamson County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

6.09 Duties. It shall be the duty of the Architectural Committee to receive, consider and act upon all applications for approval of proposed construction, erection, placement, modification and/or removal of Improvements, Homestead Plans, Plans and Specifications, requests for determination, or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

6.10 Meetings. The Architectural Committee shall meet at its discretion from time to time to perform its duties hereunder. The Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

6.11 Action Without Formal Meeting. The Architectural Committee may take action without formal meeting by consenting in writing to any matter, which they might consider at a formal meeting. Such written consent shall constitute the act of the Committee. For the purpose hereof, written consent shall mean writing signed by three (3) members of the Architectural Committee.

6.12 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Architectural Committee. The Architectural Committee has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property. Any Owner that elects to install utilities in the easement granted by the Easement Agreement for Utilities recorded at Document number 2015100846 in the Williamson County Public Records, shall be required to get approval by the Architectural Committee. Prior to the start of any construction the Owner shall submit plans for approval showing the type and location of all utilities to be installed.

6.13 Procedure for Submission to and Approval by the Architectural Committee.

6.13.1 Submission and Approval of applications for approval of proposed construction, erection, placement, modification and/or removal of Improvements, Homestead Plans, Plans and Specifications, requests for determination, or other matters submitted pursuant to the terms of this Declaration (hereinafter collectively referred to as "Improvement Request") shall be in accordance with the Rules promulgated by the Board or

Architectural Committee.

6.13.2 If the Architectural Committee fails to approve or disapprove an Improvement Request submitted to it for its approval hereunder within thirty (30) days after the date shown on the submittal receipt, or fails to give notice of its actions as above required, it shall be conclusively presumed that the Architectural Committee has approved such Improvement Request as submitted. If the Architectural Committee requests additional information or amended materials or an amended Improvement Request during the initial thirty (30) day period, or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional information or amended materials are received by and receipted for by the Architectural Committee. An additional fifteen (15) day extension shall occur if further additional information or amended materials are requested or required during any subsequent extension period. If the additional or amended materials are not received on or before the required date, then the Improvement Request to the Architectural Committee shall be deemed automatically disapproved, but may be resubmitted.

6.14 Variances. In conjunction with approving an Improvement Request, the Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, including, but not limited to, restrictions upon impervious cover, height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be approved by at least a majority of the members of the ACC. Each variance must also be recorded in the Official Public Records of Williamson County, Texas; provided, however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Architectural Committee, Declarant, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration. Notwithstanding, the granting of a variance must be requested and requires an affirmative vote of the Architectural Committee. No request for a variance shall be deemed approved by the inaction of the Architectural Committee or failure of the Architectural Committee to timely deny such a request under any other provision within Article VI.

6.15 Duration of Approval. The approval of the Architectural Committee of any Improvement Request and any variances granted by the Architectural Committee will be valid for a period of one hundred and twenty (120) days only. If construction in accordance with such approved Improvement Request or variance is not commenced within such one hundred and twenty (120) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such Improvement Request or request for a variance to the Architectural Committee, and the Architectural Committee will have the authority to re-evaluate such Improvement Request and/or request for variance in accordance with this Article VI and may, in addition to

considering any change in circumstances which may have occurred since the time of the original approval, re-approve such Improvement Request or request for a variance, re-approve such Improvement Request or request for a variance with additional conditions, or deny such Improvement Request or request for a variance.

6.16 Waiver and Estoppel. The Architectural Committee's approval of any Homestead Plan, specifications, drawings or any accompanying materials which require the approval of the Architectural Committee shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right to withhold approval of any similar Homestead Plan, drawing, specification or matter subsequently submitted for approval.

6.17 Architectural Committee Rules.

6.17.1 The Architectural Committee shall have the authority to adopt, amend, add to, replace, rescind or revise procedural or substantive rules from time to time to make more definite and certain, and to carry out the purpose and intent of the provisions of this Declaration. Any conflict between such rule(s) and any provision of this Declaration shall be resolved in favor of the provisions of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

6.17.2 Unless and until a political subdivision of the State of Texas regulates such matters by law, the rules promulgated by the Architectural Committee relating to the Property may include building codes governing all types of construction on the Property, a sanitary code governing the installation and maintenance of any water wells, wastewater disposal systems, animal sheltering or refuse handling or other health related matters, a fire code, a housing code and other similar codes as the Architectural Committee deems necessary and desirable.

6.18 Basis for Architectural Committee Approval or Disapproval. The Subdivision is intended by Declarant to be a unique and cohesive development composed of homes of high quality and elegant appearance. Toward this end, it is intended that the Architectural Committee have the greatest degree of discretion possible in reviewing, approving or disapproving Improvement Requests. Declarant intends that the Architectural Committee shall have the right to consider as the basis for any approval or disapproval of an Improvement Request: (i) compliance or noncompliance with certain objective standards set out in this Declaration or in any rules or guidelines subsequently published or adopted by the Architectural Committee; (ii) the nature and quality of the building materials and methods of construction to be used; (iii) the location of the proposed Improvements on the Tract; (iv) the visual impact of the proposed Improvements from the standpoint of style and consistency with other Improvements constructed or approved by the Architectural Committee for construction in the Subdivision; (v) such other subjective factors as the Architectural Committee shall, in its discretion, deem relevant or appropriate. Any person proposing to purchase any Tract in the Subdivision is advised to consult with the Architectural Committee concerning intended Improvements prior to purchasing such Tract.

6.19 Decisions Conclusive. All decisions of the Architectural Committee shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse

against the Architectural Committee, or any member thereof, for its or such member's approval or rejection of all or any portion of an Improvement Request or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

6.20 Liability. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, or any person or association or entity, for any damage, loss or prejudice suffered or claimed on the Architectural Committee on account of: (i) the approval or rejection of any Improvement Requests or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Homestead Plan or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of the proposed Improvement or Structure; (v) whether or not the location of the proposed Improvement or Structure on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (viii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required, to consult with or determine the view of any other Owner with respect to any Homestead Plan, or any materials submitted to the Architectural Committee.

6.21 Modifications and Waivers. The Architectural Committee, upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article VI of this Declaration or the Architectural Committee Rules. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that application of such requirements under the circumstances creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to Declarant or the Owner of any other Tract. The Committee may decide the matter upon the application and any materials or written statements, or may allow oral presentation in support of, or in opposition to the application prior to the decision, at its discretion. The Architectural Committee shall render a written decision, and shall forward one copy to the applicant, and retain one copy in its records.

6.22 Governmental Agency and Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval (s), certificate(s) or permit(s) of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement of construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to approval of a Homestead Plan, or as additional assurance to the Committee that the Improvements and uses of an approved Homestead Plan meet governmental requirements.

6.23 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Tract, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Tract and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Committee of the construction, workmanship, materials, or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Tract.

ARTICLE VII

FUNDS AND ASSESSMENTS

7.01 Assessments.

- (A) The Association may from time to time levy Assessments against each Tract in accordance with the provision of this Article VII. Other than the Tract Specific Assessments described in 7.05 below, the level of Assessments shall be equal and uniform between all Tracts, except no Assessments, (regular or special) hereunder shall be levied against any Tract owned by Declarant. s follows:
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Tract against which the Assessment fell due, and shall be secured by a vendor's lien against each such Tract and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all roadway and right-of-way maintenance, the cost of enforcing the Restrictions, and a reasonable provision for contingencies

and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments on or before the first day of each January, April, July and October, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board, but in no event shall the amount of special Assessments assessed each Tract in any single calendar year exceed the amount of regular Assessments assessed against each Tract during the same such year unless approved by a majority of Owners present, in person or by proxy, at a meeting called for such purpose.



7.05 Tract Specific Assessments: In addition to the regular annual Assessments and Special Assessments provided for above, the Board may levy Tract Specific Assessments for road, gate and landscape maintenance and reserves as follows:

- 1) For Tracts 1- 11, an annual assessment will be levied for maintenance on River Valley Drive;
- 2) For Tracts 12 and 13, whether or not an annual assessment is levied will be dependent on the location on the driveway for such Tract. If the driveway location is on Busby Crossing these lots will not be included in this assessment. If the driveways are located on the River Valley Drive these Tracts will be included in this assessment.

7.06 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Tract covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Tract shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent (2%) per month, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorneys' fees as herein provided, be secured by a continuing lien and charge on the Tract covered by such Assessment, which shall bind such Tract in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall attach to all Tracts upon the recording of this Declaration and shall be

superior to all other liens and charges against the said Tract, except only for tax liens and all sums unpaid on a first Mortgage lien of record, securing in either instance sums borrowed for the improvement of the Tract in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid Assessment lien, the Association may, but is not required to, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien and a description of the Tract. Such notice shall be signed by one of the officers of the Association and shall be recorded in the real property records of Williamson County, Texas. Each Owner, by accepting a deed or ownership interest to a Tract subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments shall attach with the priority above set forth above and may be enforced by the foreclosure on the defaulting Owner's Tract by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Tract at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee or by its own decision, the Association may report to said Mortgagee of a delinquent Tract Owner any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

7.08 Sale or Transfer of Tract by Delinquent Tract Owner. Except as otherwise provided by applicable law, the sale or transfer of a Tract will not relieve the Owner of such Tract or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys his or her Tract and on the date of such conveyance Assessments against the Tract remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales proceeds of the Tract, and such sums will be paid in preference to any other charges against the Tract other than a first lien Mortgage or Assessment Liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Tract which are due and unpaid. The Owner conveying such Tract will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Tract also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Tract to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Tract from Declarant to a third party.

7.09 Exempt Property. The following area within the Property will be exempt from the Assessments provided for in this Article:

- (A) All area dedicated and accepted by public authority, by the recordation of an

appropriate document in the Official Public Records of Williamson County, Texas;

- (B) All Common Areas; and
- (C) Any portion of the Property or Tracts owned by Declarant.

ARTICLE VIII

EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Flat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using an easement area shall be liable to any owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such

easement area.

8.05 Easement Agreement for Utilities. Any Owner that elects to install utilities in the easement granted by the Easement Agreement for Utilities recorded at Document number 2015100846 in the Williamson County Public Records, shall be required to get approval by the Architectural Committee. Prior to the start of any construction the Owner shall submit plans for approval showing the type and location of all utilities to be installed.

ARTICLE IX

MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Tracts within the Property then subject to this Declaration.

9.02 Amendment.

- (A) By Declarant. This Declaration may be amended for any purpose by the Declarant acting alone until Declarant no longer holds a majority of the votes in the Association.
- (B) By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by the recording in the Williamson County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast under this Declaration.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices or, if no address has been given to the Association, to the address of the Owner on file with the Williamson County Central Appraisal District. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall, in any way be subject to the

control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Non-waiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Non-waiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (C) Captions. All caption and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS HEREOF, Declarant has executed this Declaration as of this the 19 day of November, 2015.

DECLARANT

[Signature]
James H. Mills

[Signature]
Lavon Mills

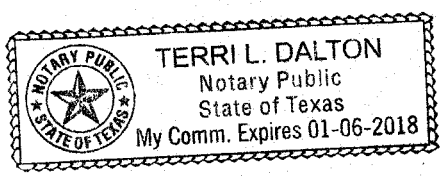
River Place Estates, L.L.C., a Texas corporation,

[Signature]
Matt Naiser, Manager, Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on November 19, 2015, by James H. Mills.

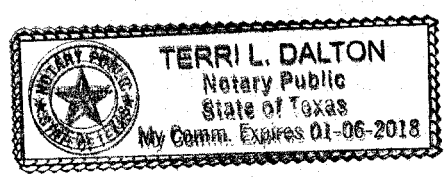


[Signature]
Notary Public, State of Texas
My commission expires: 1-6-18

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on November 19, 2015, by Lavon Mills.



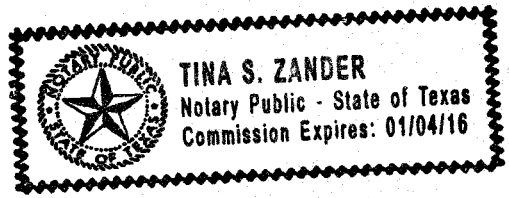
[Signature]
Notary Public, State of Texas
My commission expires: 1-6-18

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on NOVEMBER 18, 2015, by Matt Naiser, as the Manager of River Place Estates, L.L.C., a Texas corporation, on behalf of said corporation.

Tina S. Zander
Notary Public, State of Texas
My commission expires: 01/04/16



AFTER RECORDING, RETURN TO:

Sneed, Vine & Perry, P.C.
1104 S. Church Street
Georgetown, Texas 78626

**FIRST AMENDMENT TO
RIVER PLACE ESTATES DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amendment to the River Place Estates Declaration of Covenants, Conditions and Restrictions (the “Amendment”) is made and executed by River Place Estates LLC, a Texas Limited Liability Company (“Declarant”) and is as follows:

RECITALS:

A. Declarant recorded that one certain River Place Estates Declaration of Covenants, Conditions and Restrictions dated November 19, 2015 recorded under document number 2015101708, Real Property Records of Williamson County, Texas (the “Declaration”), which relates to certain real property (the “Property”).

B. Pursuant to Section 9.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Williamson County, Texas an instrument executed and acknowledge by the Declarant, acting alone.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1.) Article III, Section 3.28 is hereby deleted in its entirety and the following is substituted in its place:



3.28 Driveway construction and maintenance: Owners must construct a driveway on their Tract and do so per the provisions and specifications below. Two or more owners may share in the use and maintenance of a driveway. The location of driveways shall be approved by the Architectural Committee, in its sole and absolute discretion, prior to construction. All driveways must have a minimum of eight inches of road base and be coated with Chip Seal or asphalt. The maintenance and repair of driveways shall be the sole obligation of the Owner on whose Tract the driveway is located. The Owner's failure to maintain the driveway located upon the Owner's Tract in good repair shall be a violation of this Declaration, subject to the Association's or Declarant's powers of enforcement granted by this Declaration. . Tract 11 shall be required to construct a driveway access point on River Valley Drive and use River Valley Drive to access County Road 103. Tracts 15, 18, 23, 24, 25, and 27 shall be required to construct a

driveway access point on Country Vista Lane and use Country Vista Lane to access County Road 103.

2.) Article III, Section 3.40 is hereby deleted in its entirety and the following is substituted in its place:



3.40 Structure Screening. All permanent building structures shall be required to have at least one tree planted and maintained to provide screening of the structure. A minimum of one tree shall be planted and maintained for each 25 feet of visible structure. The amount of visible structure shall be determined by measuring the horizontal length of all exterior walls of the structure. Trees shall be planted within 50 feet of the structure. Existing approved trees 8 feet or taller within 100 feet of the structure shall qualify to meet this requirement. Trees planted shall be a minimum of 5 feet tall. Approved trees include: Arizona Cypress, American Elm, Bald Cypress, Bur Oak Cedar Elm, Chinese Pistache, Chinquapin Oak, Green Oak, Live Oak, Mexican Sycamore, Monterey Oak, Pecan, Sycamore, Texas Red Oak, Texas Ash and any others approved by the Architectural Committee. The location and type of the tree(s) must be submitted to the Architectural Committee with the plans for the structure. The approved trees listed above only apply to trees used for satisfying the provisions of this Section. This Section in no way limits other types of trees from being planted on Owner's Property in other areas.

3.) Article VII, Section 7.05 is hereby deleted in its entirety and the following is substituted in its place:

7.05 Tract Specific Assessments: In addition to the regular annual Assessments and Special Assessments provided for above, the Board may levy Tract Specific Assessments for road, gate and landscape maintenance and reserves as follows:

RIVER VALLEY DRIVE SPECIFIC ASSESSMENT

- 1) For Tracts 1 through 11, an annual assessment will be levied for road, gate and landscape maintenance and reserves on River Valley Drive;
- 2) For Tracts 12 and 13, whether or not an annual assessment is levied will be dependent on the location on the driveway for such Tract. If the driveway location is on Busby Crossing, these lots will not be included in this assessment. If the driveways are located on the River Valley Drive these Tracts will be included in this assessment.

COUNTRY VISTA LANE SPECIFIC ASSESSMENT

- 1) For Tracts 15, 18, 23, 24, 25, and 27, an annual assessment will be levied for road, gate and landscape maintenance and reserves on Country Vista Lane.

Each year the HOA shall determine separately the amount needed for the reserves for gate and road maintenance of River Valley Drive and Country Vista Lane. The funds collected and paid by the HOA for the roads shall be accounted for separately from the general funds of the HOA. Prior to the HOA incurring any expense above \$3,000 from these funds, at least 60% of the members affected by the specific assessment must approve, in writing, the expense. Unless approved in writing by 100% of the members affected by the specific assessment, these funds cannot be used by the HOA for any use other than the maintenance, repair or replacement of the gates, entry or roads related to the assessment.

Executed this 16th day of February 2016.

DECLARANT:

RIVER PLACE ESTATES LLC,
a Texas limited liability company

By: _____
Matt Naiser, Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on February 16, 2016 by Matt Naiser, Manager of RIVER PLACE ESTATES LLC a Texas limited liability company, on behalf of said company.

Notary Public Signature

**SECOND AMENDMENT TO
RIVER PLACE ESTATES DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Second Amendment to the River Place Estates Declaration of Covenants, Conditions, and Restrictions (the "Amendment") is made and executed by River Place Estates LLC, a Texas Limited Liability Company ("Declarant") and is as follows:

RECITALS:

A. Declarant recorded that one certain River Place Estates Declaration of Covenants, Conditions and Restrictions dated November 19, 2015 recorded under document number 2015101708, Real Property Records of Williamson County, Texas (the "Declaration"), which relates to certain real property (the "Property").

B. Declarant recorded that one certain First Amendment to River Place Estates Declaration of Covenants, Conditions and Restrictions dated February 16, 2016 recorded under document number 2016012499, Real Property Records of Williamson County, Texas (the "Declaration"), which relates to certain real property (the "Property").

C. Pursuant to Section 9.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Williamson County, Texas an instrument executed and acknowledge by the Declarant, acting alone.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1.) Article I, Section 1.07 is hereby deleted in its entirety and the following is substituted in its place:

1.07 Board. "Board" shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of these restrictions. The Board shall also serve as the governing board of the River Place Estates Wildlife Management Association.

2.) Article III, Section 3.00 and Section 3.08.2(c) is hereby added to the Declaration as follows:

3.00 Private Single Family Residence Use. A private single family residence may be comprised of several buildings including, but not limited to, a garage, a barn, a pool house, a gazebo, a secondary house, and/or any other out buildings ancillary to the primary house subject to the approval of the Architectural Committee.

3.00.1 Primary House. Only one private single family residence may be constructed or otherwise placed upon any one Tract. The Primary House shall be constructed according to the guidelines set forth in Article III of this document. Each Primary House shall have an attached or detached garage sufficient to hold at least two (2) automobiles. Garages may be side or front entry. If front entry is desired, garage door must be made of wood with the design approved by the Architectural Committee. Prior to construction, the plans of the Primary House must be approved in writing by the Architectural Committee. The Primary House shall not be rented separate of the Secondary House.


3.00.2 Secondary House. After or simultaneously with the construction of the Primary House, a Secondary House may be constructed on the Property. The Secondary house shall be similar in style and materials as the Primary House and located within 75 feet of the Primary House. The Secondary House shall not be more than 50% of the Primary House's square feet in size. The Secondary House may have a garage. The garage shall be subject to the same standards as the Primary House. The Secondary House shall not be rented separate of the Primary House. The Secondary House is subject to the section 3.40 Structure Screening rules.

3.00.3 Outbuildings. A garage, a barn, a pool house, a gazebo, and/or any other out buildings ancillary to the main house must be approved by the Architectural Committee prior to being placed or constructed on the Property. The Outbuilding shall be at least two earth tone colors. The preferred location of the Outbuilding is behind the Primary House; however, a variance may be granted by the Architectural Committee if another location is necessary on certain tracts. The Outbuilding must be fully enclosed if used for storage, one side may be open if used only for livestock shelter. The roof shall be pitched at minimum of a 3" to 12" slope. Under no circumstance shall an outbuilding be used as living quarters. All Outbuildings are subject to the section 3.40 Structure Screening rules.

3.08.2(c) One Builder sign may be placed on the Tract in which construction is taking place. The sign shall be no larger than 4 foot by 8 foot and constructed by a

sign company. The sign may be displayed for a period of 14 days before construction starts until 30 days after construction ends.

3.) Article III, Sections 3.11, 3.19, 3.20, 3.30, 3.33 are hereby deleted in their entirety and the following is substituted in their place:

 3.11 Dwelling Size. For any Primary House located on the Property; the minimum floor areas (including all air conditioned living areas, but excluding all open porches and garages), shall be no less than 2,400 square feet if the residence is single-story and 2,800 square feet if the residence is two-story.

3.19 Rainwater Harvesting Equipment.

3.19.1 Except as otherwise provided in subsections 3.19.2 – 3.19.5 below, nothing in this Declaration shall prohibit an Owner from installing on his or her Tract a rain barrel or rainwater harvesting system (hereinafter referred to as “Rainwater Harvesting Equipment”). For purposes of this provision Rainwater Harvesting Equipment shall include rainwater harvesting devices, storage containers, related plumbing, or appurtenances thereto, including rain barrels.

3.19.2 No Rainwater Harvesting Equipment shall be allowed: (a) on any portion of Common Area; (b) on any other property owned or maintained by the Association; (c) on any portion of any property owned in common by the members of the Association; or (d) in any front yard area of a Tract or other portion of a Tract which is located between the front of the Owner’s home and an adjoining or adjacent street.

3.19.3 If Rainwater Harvesting Equipment is to be located on the side of an Owner’s house or at any other location on an Owner’s Tract that is visible from a roadway within the Property, another Tract, or a Common Area, prior to installation of such Rainwater Harvesting Equipment, the Owner shall submit to the Architectural Committee plans and specifications for the Rainwater Harvesting Equipment which indicate the size, type, and materials used in the construction of the Rainwater Harvesting Equipment. In such circumstance, the Architectural Committee shall have the authority to regulate the size, type, and shielding of, and the materials used in the construction of the Rainwater Harvesting Equipment provided (a) the regulation does not prohibit the economic installation of the Rainwater Harvesting Equipment on the Owner’s Tract and (b) there is a reasonably sufficient area on the Owner’s Tract in which to install the Rainwater Harvesting Equipment. Such Rainwater Harvesting Equipment shall also be properly screened so as to obscure view of the Rainwater Harvesting Equipment from adjoining property and the street, and such method of screening, and the proposed screening materials, must also be approved in advance of installation by the Architectural Committee. No Rainwater Harvesting Equipment may be

installed on the side of an Owner's house or at any other location on an Owner's Tract that is visible from a roadway within the Property, another Tract, or a common area until the required plans and specifications have been reviewed and approved by the Architectural Committee.

3.19.4 All Rainwater Harvesting Equipment installed on any Tract must be of a color that is consistent with the color scheme of the home constructed on such Tract.

3.19.5 No Rainwater Harvesting Equipment may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

3.20 Water well for personal residential use. Nothing in this Declaration shall prohibit an Owner from drilling one water well on their Tract. Any such well shall be drilled by a water well driller and pump installer licensed by the State of Texas. At least 30 days prior to commencing drilling of a water well, the Owner must submit a notice of intent to drill a water well with the Architectural Committee accompanied a drawing with the location of the water well. Any water well drilled on the Property shall be used for water for Primary House, Secondary House, Outbuildings, landscaping, and trees on the Tract it is located only. Water and/or water rights related to the Tract cannot be sold or leased. All tanks, pipes, equipment, and other related items shall be enclosed in an outbuilding as described in Section 3.00.3

3.30 Maintenance of Lawns, Plantings, and Improvements. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Tract, including any Common Area platted as a part of such Owner's Tract, cultivated, pruned, mowed, and free of trash and other unsightly material, and shall maintain all improvements situated thereon Owners may maintain all or a portion of a tract as agricultural use. Any agricultural use other than grazing or hay production of permanent grasses shall be subject to the approval of the Architectural Committee. All parts of a tract being used for an agricultural purpose shall be maintained in a manner that is consistent with good maintenance practices associated with the agricultural activity. All hay produced on a tract shall be maintained in an orderly manner. Within 30 days after hay has been baled on a Tract, all hay bales shall be removed from the field and stacked in an area in a neat and orderly fashion. Owner's shall have the right to conduct, construct, or otherwise implement wildlife management activities identified in an approved wildlife management plan, provided that such wildlife management activities and location of activities have been approved by the Architectural Committee.

3.33 Construction Activities. Nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Tract within the Property. Specifically, no such construction activities shall be

deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. Any damage to the roads, fences, or any other item as a result of an Owner's construction activities shall be the responsibility of the Owner to repair back to its state before the damage occurred. The Owner's failure to repair the damage shall be a violation of this Declaration, subject to the Association's or Declarant's powers of enforcement granted by this Declaration.

4.) Article III, Section 3.28 and 3.40 are hereby deleted in their entirety from the Declaration and the First Amendment and the following is substituted in their place:

3.28 Driveway construction and maintenance: If an Owner elects to construct a driveway or road on a Tract, the driveway or road is subject to the provisions and specifications as follows. Two or more Owners may share in the use and maintenance of a driveway. The location of all driveways or roads shall be approved by the Architectural Committee, in its sole and absolute discretion, prior to construction. All driveways must have a minimum of eight inches of road base and be coated with Chip Seal, asphalt or other material approved by the Architectural Committee. The maintenance and repair of driveways shall be the sole obligation of the Owner on whose Tract the driveway is located. The Owner's failure to maintain the driveway located upon the Owner's Tract in good repair shall be a violation of this Declaration, subject to the Association's or Declarant's powers of enforcement granted by this Declaration. All roads to any Outbuildings are also subject to Section 3.28.

3.28.1 Tract Specific Driveway Locations. Tract 11 shall be required to construct a driveway access point on River Valley Drive and use River Valley Drive to access County Road 103. Tracts 15, 18, 23, 24, 25, and 27 shall be required to construct a driveway access point on Country Vista Lane and use Country Vista Lane to access County Road 103.

3.28.2 Timing of Driveway Construction. Prior to the start of construction of a Primary House, the road base portion of the drive shall be installed to within 50 feet of the Primary House. Within 30 days after completion of the Primary House, the driveway shall be coated and completed.

3.28.3 Driveway Entrances and Gates. All Owner's shall be required to maintain driveway entrances in a neat and orderly manner. All gates are to maintained and kept in working condition.



3.40 Structure Screening. Within 60 days after completion, all permanent building structures shall be required to have at least one tree planted and maintained to provide screening of the structure. A minimum of one tree shall be planted and maintained for each 25 feet of visible structure. The amount of visible structure shall be determined by measuring the horizontal length of all exterior walls of the structure. Trees shall be planted within 50 feet of the structure. Existing approved trees 8 feet or taller within 100 feet of the structure shall qualify to meet this requirement. Trees planted shall be a minimum of 5 feet tall. Approved trees include: Arizona Cypress, American Elm, Bald Cypress, Bur Oak Cedar Elm, Chinese Pistache, Chinquapin Oak, Green Oak, Live Oak, Mexican Sycamore, Monterey Oak, Pecan, Sycamore, Texas Red Oak, Texas Ash and any others approved by the Architectural Committee. The location and type of the tree(s) must be submitted to the Architectural Committee with the plans for the structure. The approved trees listed above only apply to trees used for satisfying the provisions of this Section. This Section in no way limits other types of trees from being planted on Owner's Property in other areas.

5.) Article IV, Section 4.04 is hereby deleted in its entirety and the following is substituted in its place:

4.04 Utilities. Any Owner that elects to install utilities in the easements granted by the Easement Agreement for Utilities recorded at Document number 2015100846, 2016012502, 2016012500, 2016035042, 2016079083, 2016115954 or any other Easement Agreement for Utilities granted to the Association in the Williamson County Public Records, shall be required to get approval by the Architectural Committee. Prior to the start of any construction the Owner shall submit plans for approval showing the type and location of all utilities to be installed.

6.) Article IX, Section 9.10 is hereby added to the Declaration as follows:

9.10 River Place Estates Wildlife Management Association. In order to help improve the habitat and wildlife populations on the Property, River Place Estates Wildlife Management Association ("RPE Wildlife Association") has been created. The RPE Wildlife Association will encourage landowners in the managed area to become educated as to land management practices which enrich wildlife habitat and populations. All members of River Place Estates HOA, Inc are eligible and encouraged to join RPE Wildlife Association, but are not required to join. River Place Estates HOA, Inc shall manage and operate the checking account of RPE Wildlife Association. Attached hereto as Exhibit A is the Bylaws of the RPE Wildlife Association. All members of River Place Estates HOA, Inc are eligible, but not required to, be a member of the RPE Wildlife Association. Attached hereto as Exhibit B is the Membership Form to join.

Executed this 30th day of December 2016.

DECLARANT:

RIVER PLACE ESTATES LLC,
a Texas limited liability company

By: Matt Naiser
Matt Naiser, Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on December 30, 2016 by Matt Naiser, Manager of RIVER PLACE ESTATES LLC a Texas limited liability company, on behalf of said company.

Cynthia D Salinas
Notary Public Signature



Exhibit A

RIVER PLACE ESTATES WILDLIFE MANAGEMENT ASSOCIATION

MISSION

To promote voluntary cooperative effort to help improve the habitat and wildlife populations of River Place Estates and surrounding areas through education and sound management practices.

PURPOSE

This Wildlife Management Association has been created and organized with the following goals in mind:

1. Create and maintain an active, meaningful wildlife and habitat management plan for the land in the cooperative.
 2. To encourage landowners in the managed area to become educated as to land management practices which enrich wildlife habitat and population.
 3. To encourage the implementation of sound wildlife management practices among landowners.
 4. To bring the majority of acreage in the River Place Estates HOA, Inc. and surrounding areas under proven successful wildlife management practices.
 5. To have better relationships with neighboring tracts and landowners.
-

BYLAWS

1. This Wildlife Management Association shall be called the River Place Estates Wildlife Management Association ("RPE Wildlife Association").
2. Wildlife numbers and quality on the property will be enhanced through proper wildlife management practices as determined by the RPE Wildlife Association.
3. C&D Wildlife Services, L.L.C. will be utilized as the initial resource for determining proper wildlife management practices.
4. Proper wildlife management practices shall be those defined, in part by the Texas Property Tax Code, Section 23.51 (7) which include, but are not limited to:
 - a. Habitat Control
 - b. Erosion Control
 - c. Predator Control
 - d. Provide Supplemental Water
 - e. Provide Supplemental Food
 - f. Provide Supplemental Shelter
 - g. Census and Monitoring of Game & Non-game Wildlife
5. Membership in the RPE Wildlife Association is open to anyone interested in wildlife management in River Place Estates HOA, Inc. and surrounding area. All members of the River Place Estates

Exhibit A

HOA, Inc. are eligible to be members of the RPE Wildlife Association by filling out the required membership form and paying any required dues. Anyone desiring to be a member of RPE Wildlife Association that is not a member of River Place Estates HOA, Inc., must fill out the required membership form, pay any required dues and must be voted on and accepted for membership by the RPE Wildlife Association Board.

6. Ongoing education of all members will serve to improve landowner relations as well as neighbor relations.
7. RPE Wildlife Association members should encourage their non-member neighbors to join the RPE Wildlife Association to increase the land area being managed in a similar fashion.
8. Three directors will serve as the executive committee.
 - a. The elected Directors of River Place Estates HOA, Inc. will serve as Directors of RPE Wildlife Association
 - b. Director's terms on the RPE Wildlife Association board will be the same as their terms on the River Place Estates HOA, Inc. board.
 - c. Directors will receive no financial compensation.
9. Annual membership dues will be determined by the RPE Wildlife Association board. Additional donations will be accepted.
 - a. Membership signs will be available to each member at cost.
 - b. Dues, if any, will be assessed each year according to the needs of the association.
 - c. Dues and donations will be used solely to promote the purpose and objectives of RPE Wildlife Association.
10. In order to vote, dues must be paid up to date, each member has one vote.
11. These bylaws may be amended by majority vote of the membership.
12. The River Place Estates HOA, Inc. will establish a bank account at a local financial institution and maintain this account and all related record keeping for the benefit of RPE Wildlife Association.
13. All finances will be deposited in this account. Signatures of the two of the three directors will be required on each check or withdrawal.
14. The RPE Wildlife Association may be dissolved and its duties and activities terminated by a 2/3 vote of its members. In the event of dissolution, any assets remaining after payment of or provision for all debts and liabilities of the organization will be donated to the River Place Estates HOA, Inc.
15. It is not necessary for every member of this WMA to agree with every objective and goal of the WMA, rather each member of the WMA does support the general principals of sound land and wildlife conservation and stewardship.
16. Regular meetings will be held as decided by the board of directors. Annual meetings will be at a time and place set by the RPE Wildlife Association board with a minimum of 10 days' notice.

Exhibit B

RIVER PLACE ESTATES WILDLIFE MANAGEMENT ASSOCIATION

MEMBER INFORMATION

MEMBER TYPE: RIVER PLACE ESTATES HOA MEMBER

NEIGHBORING LANDOWNER/AGENT

Member Name (Please Print)

Email Address

Address

Home Telephone #

City State Zip Code

Other Telephone #

PROPERTY INFORMATION (If you are enrolling multiple properties, please complete a separate form for each property).

Tract Address

Tract Size in Acres

Williamson County Appraisal District ID Number: _____

1. I hereby agree to cooperate with the goals and bylaws of the River Place Estates Wildlife Management Association.
2. I am in no way obligated to River Place Estates Wildlife Management Association. I may or may not agree with or may or may not implement any the management practices recommended. The only thing I have agreed to is to recognize the need for wildlife management in an effort to improve wildlife habitat on my property and in the surrounding area.
3. The River Place Estates Wildlife Management Association shall have no right to tell me what to do on my property, its only purpose is to advise me about sound wildlife management practices, that I can at my sole choice, use on my property to improve the habitat and population of wildlife.
4. This form does not give any unauthorized persons the right to trespass on above property.
5. This authorization shall be valid for the life of the organization, unless revoked in writing.
6. The membership year is Jan. 1 to Dec. 31 of each calendar year. Dues and fees are as follows:

River Place Estates Wildlife Management Association

\$ _____

Member Signature

Date

**Make check payable to River Place Estates HOA, Inc. and mail to:
River Place Estates HOA, Inc; P.O. Box 411, Georgetown, Texas 78627**

**THIRD AMENDMENT TO
RIVER PLACE ESTATES DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Third Amendment to the River Place Estates Declaration of Covenants, Conditions, and Restrictions (the "Amendment") is made and executed by River Place Estates LLC, a Texas Limited Liability Company ("Declarant") and is as follows:

RECITALS:

A. Declarant recorded that one certain River Place Estates Declaration of Covenants, Conditions and Restrictions dated November 19, 2015 recorded under document number 2015101708, Real Property Records of Williamson County, Texas (the "Declaration"), which relates to certain real property (the "Property").

B. Declarant recorded that one certain First Amendment to River Place Estates Declaration of Covenants, Conditions and Restrictions dated February 16, 2016 recorded under document number 2016012499, Real Property Records of Williamson County, Texas and Declarant recorded that one certain Second Amendment to River Place Estates Declaration of Covenants, Conditions and Restrictions dated December 30, 2016 recorded under document number 2017000368, Real Property Records of Williamson County, Texas (collectively the "Amendments"), which relates to certain real property (the "Property").

C. Pursuant to Section 9.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Williamson County, Texas an instrument executed and acknowledge by the Declarant, acting alone.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1.) Article III, Section 3.13 of the Declaration and Item 3.) Section 3.11 of the Second Amendment are hereby deleted in their entirety and the following is substituted in their place:

3.13 Primary House Size. For any Primary House located on the Property; the minimum floor areas for the main structure (including all air-conditioned living areas, but excluding all open porches and garages), shall be no less than 3,000 square feet if the residence is single-story and 3,200 square feet if the residence is two-story.

2.) Article III, Section 3.28.4 is hereby added to the Declaration and Amendments as follows:

3.28.4 Driveway Coating and Completion. All driveways on the Property going to the Primary House must be coated or paved. Any driveway going to a location on the Property where a primary house will be constructed in the future must be coated or paved within one year of driveway installation or the construction of the Primary House must be started. Within 30 days after completion of the Primary House, the driveway shall be coated or paved and completed. Any roads going to other locations on the property, including but not limited to: barns, sheds, ponds, & picnic areas, do not have to be coated or paved provided they are made from a material that will not produce dust when driven on. Any roads that are planned not to be coated or paved, must have the road materials and locations approved in advance by the ACC.

3.) Article III, Section 3.14 and 3.24 are hereby deleted in their entirety and the following is substituted in their place:

3.14 Building Height. No Improvement shall be constructed in excess of thirty-five (35) feet in height. All improvements shall be in proportion in height to the Primary Residence. No improvement constructed on the Property shall be at a height of more than 125% the Primary Residence's height. Building exterior elevation height must also be less than 80% of the width (height/width less than 80%), unless specifically approved by the ACC.

3.24 Air-Conditioning Apparatus Location. No air-conditioning apparatus shall be installed on the ground in front of a residence or on the roof of any residence. Installed air-conditioning apparatus shall be screened so as not to be visible from any street located within or adjacent to the Property. Appropriate screening shall consist of fencing or landscaping and shall be approved in advance by the Architectural Committee. If landscaping is used for screening the landscape must completely cover the equipment within one year of house occupancy. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a residence or at any other location where such would be visible from any street.

Executed this 30th day of October 2017.

DECLARANT:

RIVER PLACE ESTATES LLC,
a Texas limited liability company

By: *Matt Naiser*
Matt Naiser, Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on October 30, 2017 by Matt Naiser, Manager of RIVER PLACE ESTATES LLC a Texas limited liability company, on behalf of said company.

Cynthia D. Salinas
Notary Public Signature



② Matt Naiser
PO Box 411
Georgetown, TX 78627

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2017100189

REST Fee: \$29.00
10/30/2017 11:43 AM MBARRICK



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

**FOURTH AMENDMENT TO
RIVER PLACE ESTATES DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This Third Amendment to the River Place Estates Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and executed by River Place Estates LLC, a Texas Limited Liability Company("Declarant") and is as follows:

RECITALS:

A. Declarant recorded that one certain River Place Estates Declaration of Covenants, Conditions and Restrictions dated November 19, 2015 recorded under document number 2015101708, Real Property Records of Williamson County, Texas (the "Declaration"), which relates to certain real property (the "Property").

B. Pursuant to Section 9.02 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Williamson County, Texas an instrument executed and acknowledge by the Declarant, acting alone.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1.) Article VI, Section 6.03 and 6.04 is hereby deleted in its entirety and the following is substituted in its place:

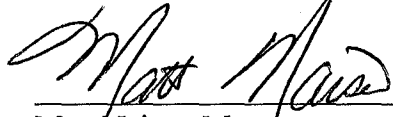
6.03 Appointment and Removal. Notwithstanding any other provisions to the contrary, the right to appoint and remove all members of the Architectural Committee at any time, with or without cause, shall be, and hereby is, vested solely in Declarant until the latter of the following (a) December 31, 2021, or (b) such time as Declarant no longer owns any of the Tracts in the Subdivision. Declarant reserves the right to waive of the right of appointment herein. If Declarant waives its right to appoint the members of the Architectural Committee then upon election, each Association Board of Director shall automatically be appointed to the Architectural Committee. Each Board of Director may appoint an Association Member to represent them on the Architectural Committee for that Board of Director's responsibilities. The appointed Architectural Committee member must be approved by a majority vote of the other Board of Directors.

6.04 Terms of Office. Each Board of Director or their appointed representative member of the Architectural Committee and will serve a term of equal to their Board term.

Executed this 12th day of April 2019.

DECLARANT:

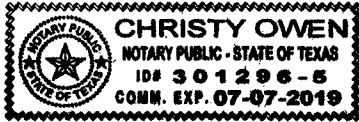
RIVER PLACE ESTATES LLC,
a Texas limited liability company

By: 
Matt Naiser, Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Instrument was acknowledged before me on April 12, 2019 by Matt Naiser, Manager of RIVER PLACE ESTATES LLC a Texas limited liability company, on behalf of said company.




Notary Public Signature