



VG-238-2025-251300

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 251300

Real Property Recordings

Recorded On: April 28, 2025 11:43 AM

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Total Recording: \$132.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 251300
Receipt Number: 20250428000009
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Record and Return To:

THE WOODS AT FLAT ROCK CREEK



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04. Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter The Woods at Flat Rock Creek Property Owners' Association, Inc. and its successors and assigns.

1.05. Board of Directors. "Board of Directors" means and refers to the Board of Directors of the Association.

1.06. Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07. Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of The Woods at Flat Rock Creek Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08. Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Developer (prior to the Control Transfer Date) or the Association for the common use and enjoyment of the Members including, but not limited to, the entrance gates, mailbox clusters, water storage tank, landscaping, easements and Roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members. The Association is responsible for the liability and maintenance of the Common Area.

1.09. Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, casualty and liability insurance, directors and officer's liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include, but are not limited to (a) the cost of repair and maintenance of the Roads, (b) mowing of the Common Area, (c) Common Area maintenance and replacement of landscaping, (d) maintenance, repair and replacement of any Common Area, (e) maintenance of any drainage facilities, and (f) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10. Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth herein. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11. Construction Deposit. The Construction Deposit has the meaning described in Section 5.06 hereof.

1.12. Developer. “Developer” means and refers to The Woods at Flat Rock Creek, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.13. Improvement. “Improvement” means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuilding, patios, storage building, barn, guest quarter, garage, carport, decks, stairs, retaining walls, screening walls, fences, solar panels, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, swimming pools, water retainage structures, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term “Improvement” excludes the interior of each residence, guest quarter, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14. Member. “Member” means and refers to every current Owner of a Lot of land within the Subdivision.

1.15. Notice. Whenever any “notice” is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Lot Owner to keep the Association apprised of its current address.

1.16. Owner or Lot Owner. “Owner” or “Lot Owner” means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Tract(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term Owner or Lot Owner shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17. Plans and Specifications. “Plans and Specifications” means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18. Plat. “Plat” means and refers to the plat of The Woods at Flat Rock Creek Subdivision filed on April 28, 2025, in Document No. 2025-251298, Cabinet 4, Slide 124 of the Map and Plat Records of Blanco County, Texas, and any and all subsequent revisions or amendments thereof recorded with the Blanco County Clerk’s Office, Blanco County, Texas.

1.19. Road or Roads. Roads or Road means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the Lot Owners. The Roads in the Subdivision shall be the sole responsibility of The Woods at Flat Rock Creek Property Owners' Association, Inc.

1.20. Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 7.03 hereof.

1.21. Lot or Lot. "Tract" or "Lot" means the 76 individual tracts of land or lots identified on the Plat or any amendments thereto, and any lots annexed into the Subdivision.

1.22. Vote of the Members. "Vote of the Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy, or by written ballot. In accordance with Section 6.03, only one Member is entitled to vote for each Lot and only one vote shall be counted for each Lot even though a Lot may have several Owners.

ARTICLE II **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01. Property Subject to Restrictions The entire Subdivision, including each individual Lot except Lot 1 as detailed below in Article IV, is bound by the restrictions set forth in this Declaration, which will remain in effect for all parties who currently possess or acquire any rights, titles, or interests in the land, or any portion thereof. The restrictions set forth in this Declaration will also benefit every Owner in the Subdivision. As of the date of this Declaration, there are some existing structures built in the Subdivision on Lot 34 consisting of a Farmhouse, well and septic system. Any building restriction contained herein shall not apply to the existing improvements that are located on Lot 34 and any variance that exists from the restrictions set forth herein, shall have been deemed accepted by the Architectural Control Committee.

2.02. Underground Utilities Required. All utilities installed by a Lot Owner shall be located underground.

2.03. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Lot Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.04. Road Easement. A Road Easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Association and the Lot Owners (including their guests, invitees and tenants) for the purpose of granting the Lot Owners ingress and egress to and from their Lots

and to the Common Area. No Lot Owner shall be prevented from using the Road Easement as a result of any failure of a Lot Owner to comply with these Restrictions or failure to pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the Road Easement except as authorized by the Association. Lot Owners shall not take any action which would prevent other Lot Owners from using the Road Easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the Road Easement. The Road Easement may also be used for the construction, installation and maintenance of landscaping and utilities provided that such utilities are installed underground. Also shown on the Plat and detailed in Plat Note 20, is a fifteen foot (15') easement for the benefit of Blanco County, Texas for widening roadways or improving drainage for the adjacent county road.

2.05. Mailboxes. All mailboxes located within the subdivision will be erected at the designated location on an easement held by the Association. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

2.06. Exotic Hoof Stock Grazing. The Woods at Flat Rock Creek Property Owners' Association, Inc has or will be leasing the Common Areas of the Subdivision for exotic hoof stock grazing in order to assist with maintaining an ag exemption for the Subdivision. Said grazing lease shall continue so long as the Association deems it to be in the best interest of the Subdivision. So long as the Association continues to lease the Common Areas, it will also offer to lease an individual Lot Owner's Lot for exotic hoof stock grazing. The Woods at Flat Rock Creek Property Owners' Association, Inc. will sublease any acreage held under a lease to a rancher. In order to maintain and continue an ag exemption on each Lot, the Lot Owner will be responsible for contacting the Blanco County Appraisal District to comply with all applications and regulations. If a Lot Owner decides to not enter into a grazing lease with the Association, then the Lot Owner shall be responsible for fencing its Lot so that exotic hoof stock will not enter upon his Lot. The Woods at Flat Rock Creek Property Owners' Association, Inc. and/or the rancher shall not be liable for any exotic hoof stock that would improperly enter onto Lot Owner's Lot or for any damages caused by said exotic hoof stock due to lack of fencing by the Lot Owner. The Subdivision's perimeter fencing is not to be altered or removed on any Lot. A Lot Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his Lot. A Lot Owner adjacent to a county road has a duty to keep all gates closed to prevent any exotic animals from leaving the Subdivision. **DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTINUATION OF THE CURRENT AD VALOREM TAX VALUATION, OR FUTURE AD VALOREM TAX EXEMPTIONS ON THE PROPERTY OR ANY LOT, AS THIS IS CONTROLLED BY THE BLANCO COUNTY APPRAISAL DISTRICT AND STATE LAW.**

ARTICLE III **RESTRICTIONS**

3.01. Single Family. Except as specifically set forth in these Restrictions, all Lots shall be used for single family residential purposes only. Except as expressly permitted herein, only one single family dwelling for each Lot is permitted.

3.02. Minimum Square Footage. Every Lot in the Subdivision shall have a required minimum square footage for a single family residential unit of at least two thousand two hundred (2,200) square feet of living area, excluding porches, garages and storage areas.

3.03. Garages. All single family dwelling units, except an approved guest quarter, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main dwelling. All garages if attached to the main dwelling shall be side or rear entry only. If a garage is detached, the entry may face the road. All garages shall be located on the Lot as indicated by the Architectural Control Committee approved site plan.

3.04. Guest Quarter. One guest quarter may be built upon each Lot subject to the condition that the quarter should have a minimum area of five hundred square feet (500 sq.ft.) and its maximum size cannot exceed fifty percent (50%) of the size of the main dwelling. A guest quarter must be constructed with a minimum of three feet (3') of wainscot, constructed of stone or brick, on all sides of the exterior. A guest quarter must be built along with or after the construction of the main dwelling and may not be built or occupied prior to the main dwelling unit being occupied. A guest quarter must be constructed with material harmonious with the main dwelling, and located behind main dwelling. The guest quarter shall not be individually rented. Any rentals of a guest quarter must also include the rental of the main dwelling and is subject to the restrictions set forth in Section 3.37 below.

3.05. Limit on Structures. No more than three (3) structures may be constructed on a Lot. This limitation is to limit the number of major structures, such as the main dwelling, outbuildings, storage buildings, barns, guest quarters and garages. Specifically, not considered as a major structure, includes, but is not limited to a dog house.

3.06. "Dark Sky" Outdoor Lighting. This restriction is adopted to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife. Any light fixture used for exterior illumination must be Fully Shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other Lot, Roads or any other public roadways. Exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 3,000K or less. As used herein, "Fully Shielded" means no direct up light (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.

3.07. Barns, Workshops & Storage Buildings. For each Lot one permanent metal, rock, and/or Hardie plank barn, workshop or storage building shall be allowed so long as such building has rock wainscoat on all sides and also has approved landscaping on all sides that face any Road in the Subdivision. The wainscoat shall begin at the bottom of the building and extending three feet (3') upward. The square footage of any such building shall not exceed twenty four hundred (2,400) square feet of enclosed space on the first floor. Color of all buildings are to be harmonious with the main dwelling. Detailed Plans and Specifications for barns, workshops and storage buildings must be submitted to the Developer or ACC for approval prior to construction. Any barn, workshop or storage building must be constructed so that its location is farther away from the front entrance of a Lot than the location of the main dwelling. Only a barn may be constructed on the

Lot prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed.

3.08. Barns as Temporary Living Space. A guest quarter located inside of a barn which is constructed on the Property shall be allowed so long as the guest quarter is not used as a permanent dwelling. Any rentals of a guest quarter located in the barn must also include the rental of the main dwelling and is subject to the restrictions set forth in Section 3.37 below. Guest quarters shall not be individually rented out for income and cannot encompass more than fifty percent (50%) of the interior footprint of the barn. Such guest quarter may be used as the Lot Owner's temporary dwelling during the construction of the main dwelling or as a "weekend getaway" for such Lot Owner prior to the construction of the dwelling. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.09. No Mobile Homes, Manufactured Homes or Modular Cabins. Mobile homes, manufactured homes or modular homes are prohibited on a Lot, except as permitted by Section 3.10 hereof.

3.10. Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a dwelling, either temporarily or permanently, except as provided below. No Lot shall be used as a camping ground.

Prior to the construction of a dwelling on a Lot, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE TWENTY FIVE (25) OR MORE DWELLINGS HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary dwelling during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Lot while the main dwelling for a Lot is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Lot for longer than the time allowed for construction of a main dwelling pursuant to Section 3.13 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the developer is selling Lots or building homes in the subdivision.

3.11. Storage of Trailers, RVs, Boats and other Vehicles and Equipment. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment

and other similar items shall be stored in enclosed structures. There will be no storage of trailers, RVs, trucks or any item listed in this paragraph 3.11 until the main dwelling or a barn has been constructed on the property.

3.12. Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.13. Timeline for Construction. Upon start of construction, the exterior of any main dwelling must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

3.14. Height Restrictions. No Improvement shall be erected, altered or placed on any Lot which exceeds the lesser of forty feet (40') in height (measured from the ground to the topmost part of the roof) or 2½ stories in height.

3.15. Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Lot. All construction materials used shall be of materials such as wood, rock, brick, Hardie plank or stucco, and are subject to the masonry restrictions set forth in Section 3.18. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above.

3.16. Roofing Materials. Only the following roofing materials may be used for the main dwelling, guest quarter and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the Control Transfer Date) approval. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the Subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.17. Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.18. Masonry. Any dwelling, garage or guest quarter shall be constructed from at least seventy five percent (75%) masonry materials on their exterior surfaces. Masonry materials are defined herein as masonry veneer, stucco, brick, stone, rock, and all other materials commonly

recognized in Blanco County, Texas, as masonry materials. Specifically excluded from the definition of masonry materials are synthetic materials, such as Hardie plank or similar products. Lot Owners are encouraged to use Hardie plank materials where non-masonry materials are permitted. Exceptions to the masonry requirement may be permitted for board-and-batten farmhouse designs, provided that the specific architectural style aligns with the overall aesthetic and character of the Subdivision and the design incorporates masonry accents on at least twenty-five percent (25%) of the exterior. Such farmhouse designs must receive prior written approval from the Architectural Control Committee or Developer (before the Control Transfer Date).

3.19. Construction Equipment Damage. Lot Owners shall be responsible for any damage caused to the Roads by construction equipment or trucks making deliveries to their Lots.

3.20. Propane Fuel Storage. Propane fuel storage for residential use may be located on the Lots and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.21. Setbacks; Utility & Drainage Easements. The Subdivision and each Lot shall be subject to the easements reserved herein and in favor of the Association, the Owners, and any utility company. The utility easements set forth herein, if they are greater than what is set forth on the Plat, control over the utility easements on the Plat. For all Lots a utility and drainage easement and a building setback line measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Lot and a utility and drainage easement measuring twenty five feet (25') in width and centered on the common boundary line that any Lot in the Subdivision shares with another Lot is reserved. Except for fencing, light posts, driveways, walkways and landscaping, no Improvements shall be located within the building setback line. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Lots. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved or as needed. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the setback lines, or the utility or drainage easements. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Lot due solely to drainage or land contour related concerns.

3.22. Maintenance. It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Owner is required to landscape the area around an Improvement that faces a Road. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.23. Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.24. Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron or pipe. Fence heights shall not exceed five feet (5'). Chain link and wood fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any Road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The Subdivision's perimeter fencing is not to be altered or removed on any Lot. Lot Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his Lot. **If a Lot Owner decides to fence their Lot they could be in jeopardy of losing their Ag exemption. DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTINUATION OF THE CURRENT AD VALOREM TAX VALUATION, OR FUTURE AD VALOREM TAX EXEMPTIONS ON THE PROPERTY OR ANY LOT, AS THIS IS CONTROLLED BY THE BLANCO COUNTY APPRAISAL DISTRICT AND STATE LAW.**

3.25. Driveways. For a driveway leading to the main dwelling, the entire driveway shall be constructed of concrete, asphalt, or brick paving. If a barn is constructed prior to the main dwelling, as per paragraph 3.07 above, then only the first fifty linear feet (50') of any driveway which is connected to any Road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of the Road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main dwelling or any allowed structure and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction.

3.26. Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the dwelling or accessory building upon which they are attached. Should a Lot Owner encounter a situation that a ten foot (10') tower will not allow connection to an internet service provider, then the Lot Owner may apply to the Developer or the ACC for a variance of this restriction, which said

variance will not be unreasonably withheld. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the dwelling or accessory building and not within twenty-five feet (25') of any property line. The Architectural Control Committee or Developer (prior to the Control Transfer Date) must approve all exterior antennas, towers, satellite dishes or other sound or data receivers or transmitters.

3.27. Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Lot which is not related to the occupation of a Lot for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Lot. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Lot. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. For additional exterior lighting restrictions see Section 3.06.

3.28. Garbage and Trash Disposal. No Lot shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Lots shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Lot. No junk of any kind or character shall be kept on any Lot. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Lot. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view from any Road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.

3.29. Unregistered or Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.30. Signs. No signs for advertising, or billboards, may be placed on a Lot with the exception of one professionally made "for sale" sign. Signs erected on any Lot advertising a Lot for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or dwelling for sale. Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed eleven (11) days after the election.

3.31. Animal Husbandry. Domestic livestock are prohibited on a Lot, unless the exception detailed below applies. The only exotic animals allowed are those that are under a grazing lease with the Association. Pigs, hogs and peacocks are not allowed on any Lot. The Board of the Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal.

If a domestic livestock animal is part of a 4H or FFA project, then a Lot Owner may request a variance to this Section 3.31, to be granted in the sole discretion of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

Chickens shall only be allowed so long as such birds are kept in a coop and do not exceed twenty (20) birds per Lot. Coops must be preapproved by the ACC in writing to ensure they are screened from view from any Road in the Subdivision and from any other Lot in Subdivision. All animals being raised by the individual Lot Owner must be kept in a fenced area on the Owner's Lot. Dogs, cats or other common household pets may be kept on a Lot. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations.

3.32. Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Lot owned by such Lot Owner.

3.33. Drainage. Natural established drainage patterns for drainage shall not be impaired by any Lot Owner. If required, any driveway culvert shall be sized to accommodate, at a minimum, the 10-year design storm flow at the lowest point of the Lot's roadside ditch. No culvert shall be installed with a diameter less than 18 inches for private driveways. Certain lots require a larger culvert and their minimum sizing for is specified on Appendix "A", which is attached hereto and incorporated herein for all purposes. In addition, a safety end treatment shall be installed in connection with each culvert to ensure structural stability and proper drainage. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. The Woods at Flat Rock Creek Subdivision will use sheet flow and/or bar ditches for drainage. Lot Owner is responsible for building its dwelling at the proper elevation and is responsible for proper drainage on the Property. Lot Owner is required to build on the Property in such a manner that water flows away from any improvements. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations.

3.34. Re-plating and Subdividing. No Lot may be subdivided into smaller tracts, except to combine tracts to increase the size of adjoining Lots. No Lot shall be deemed to be combined with another Lot until such time as all necessary approvals from the Blanco County Commissioner's Court have been obtained and a replat of the combined Lots is filed in the

appropriate records of the Blanco County Clerk, Blanco County, Texas. Declarant shall not be liable for any fees associated with Lot subdividing. When a Lot is subdivided to increase the size of two adjoining Lots, annual assessments are applicable to the Owner of each subdivided portion. Any assessments on the subdivided portions for each Lot Owner is based on the percentage of acreage acquired from the subdivided Lot.

If a Lot is subdivided to increase the size of the adjoining Lots, then the Declarant or the ACC shall alter the building lines to conform. Any portion of any utility easement located within the common boundary lines of any combined Lot shall be eliminated if such utility easements are not being used at the time any Lots are combined.

Should the Owners of any Lots and/or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plat of the Subdivision, or make any other combination which would not be in violation of these Declarations, such may be done only if the written consent of the Declarant or the ACC is first obtained, and a replat is approved by the Blanco County Commissioners Court.

3.35. Consolidated Building Site. Any Owner of one or more adjoining Lots may, with the prior written approval of the Declarant or the Board of Directors and with the approval of the Blanco County Commissioners Court, if required, consolidate two or more Lots into one Lot or building site, in which case the common boundary line between any combined Lot shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Lot shall be eliminated if such utility easements are not being used at the time any Lots are combined. No Lot shall be deemed to be combined with another Lot until such time as all necessary approvals of the Blanco County Commissioner's Court have been obtained. Any assessments are applicable on each individual Lot as originally platted by Declarant regardless of whether two or more Lots are combined by an Owner to form one. Declarant shall not be liable for any fees associated with Lot consolidation.

3.36. Maintenance and Landscaping of Lots. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of any Improvement or grounds on such Lot which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Lot Owner shall be required to landscape the area around their main dwelling, barn, workshop and/or storage building on any side that faces any Road in the Subdivision. Occupancy or use of any such structure prior to completion of landscaping shall require the written approval of the Developer or ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.37. Prohibition on Short Term Rentals and/or Partial Rentals. There shall be no leasing or short term rentals of the main dwelling and/or any guest quarter permitted. All rentals and leases must be under a written lease agreement that has a duration of at least thirty (30) consecutive days and such agreement must cover the entirety of any Lot to be leased.

3.38. Water Wells and Irrigation Systems. There will be water provided to the Subdivision by a centralized public water system. The water needs of this subdivision will be

provided by Trinity Oaks Preserve at Round Mountain, PWS 0160041, 500 W. Monroe St., Ste. 3600 Chicago, IL 60661. Information on the Trinity Oaks Preserve at Round Mountain Public Water Supply System is available to prospective purchasers of Lots in this Subdivision in the office of the County Clerk of Blanco County, Texas and/or the office of the TCEQ. In order to protect the groundwater supply of the proposed subdivision, the Rules of the Blanco-Pedernales Groundwater Conservation District generally prohibit the drilling of privately-owned wells within the service area of any Public Water Supply System. Also, consideration of alternative water sources may always be considered due to the cumulative impacts of water demands placed on the aquifers supplying the region. Rainwater harvesting is often an alternative that may provide adequate water quantity and higher quality to supplement or replace the water provided from public water supply. See The Texas Manual on Rainwater Harvesting, Texas Water Development Board for guidance.

3.39. Sanitary Control Easements. As depicted on the Plat, two Sanitary Control Easements are established on Lots 55, 56, 57, and 58 to protect the water supply of the wells located on Lot 57. These easements are governed by a formal Sanitary Control Easement filed of record in Blanco County, Texas, regulating land use within a 150-foot radius of the wells on Lot 57. Within this designated area, the installation or operation of septic tanks, sewage treatment systems, perforated drainfields, or any form of sewage-related activity is strictly prohibited. Improperly constructed water wells of any depth are not allowed, and underground storage tanks, as well as drainage ditches containing industrial discharges or sewage treatment waste, are also prohibited.

3.40. Swimming Pools. All swimming pools must be in-ground and shall be fenced with fencing approved by the Developer or the ACC after the Control Transfer Date. No above ground pools are allowed.

3.41. 18-Wheelers. No Owner shall be allowed to drive an 18-wheeler into the Subdivision on a regular basis, 18 wheelers are only allowed during construction or for deliveries.

3.42. Prohibition on Hunting or Harming Exotic Hoof Stock. The Association and other Owners will lease the Common Areas of the Subdivision and their Tracts for exotic hoof stock grazing to help maintain the Subdivision's agricultural exemption. The killing or harming of any exotic hoof stock is strictly prohibited. Any individual responsible for such an act, as well as the Lot Owner who allowed their access to the Property, may face a fine of up to \$5,000 per animal and any further legal action the Association deems appropriate.

3.43. Prohibited County Road Access for Certain Lots. Lots 3, 47, 61, and 74 shall be limited to accessing their respective properties exclusively from the internal subdivision road system. The use of any adjacent county road for direct access to or from these Lots is strictly prohibited. No driveway, gate, or other means of vehicular access shall be constructed or maintained from these Lots to the county road.

ARTICLE IV

**EXCLUSION OF LOT 1 FROM PROPERTY OWNERS' ASSOCIATION
MEMBERSHIP, ASSESSMENTS AND COMMON AREA USE**

4.01. Excluded Lot Designation. The restrictions and duties set forth herein do not apply to Lot 1. Lot 1 ("Excluded Lot") which is located within the Subdivision as shown on the Plat, is hereby designated as excluded from membership in the Association. The Excluded Lot shall not be subject to the rights, obligations, or restrictions applicable to other Lots within the Subdivision, except as expressly provided in this Article IV.

4.02. Exclusion from Assessments. The owner(s) of the Excluded Lot shall not be subject to any assessments, dues, fees, or other charges levied by the Association under this Declaration or its bylaws.

4.03. Exclusion from Use of Common Areas. The owner(s) of the Excluded Lot, and their tenants, guests, and invitees, shall have no right to access or use any Common Areas owned, managed, or maintained by the Association, including but not limited to the Roads.

4.04. Limited Application of Covenants. The Excluded Lot shall remain subject only to:

- a. Applicable governmental ordinances, zoning restrictions, and regulations.
- b. The restrictions set forth in Section 4.05 below.

4.05. Deed Restrictions on Excluded Lot. The Excluded Lot, identified as Lot 1, shall be subject to the following restrictions, which are established as covenants running with the land and shall remain in effect for the benefit of all other Lots within the Subdivision:

- a. No junkyard shall be allowed to be located on the Excluded Lot.
- b. No dump sites of any kind shall be allowed on the Excluded Lot.
- c. No commercial mining operations shall be allowed on the Excluded Lot.

4.06. Subdividing the Excluded Lot. The owner(s) of Lot 1 shall not have to obtain any approval from Developer, its successors and assigns, and/or the Association to file a replat with the Blanco County Commissioners Court to subdivide Lot 1. Developer and/or the Association shall be obligated to consent and sign off on any replat presented by the owner(s) of Lot 1.

4.07. Restriction on Alteration of Exclusion. The exclusion of the Excluded Lot from Association membership, Assessments, and use of Common Areas is a covenant running with the land and may not be amended, terminated, or modified without the written consent of both the Association and the owner(s) of the Excluded Lot.

**ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE**

5.01. Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or

placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval. The Architectural Control Committee (ACC) shall have exclusive jurisdiction over all construction on any portion of the Properties, including but not limited to the authority to review and approve all proposed Site plans showing where improvements are to be erected.

- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements on the Lot, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

5.02. Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the Control Transfer Date. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the Control Transfer Date, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property in Blanco County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. After the Control Transfer Date, each Member of the ACC must be a Lot Owner in the Subdivision.
- (c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household. The Board shall provide notice to all Owners in the Subdivision of the Association's solicitation of persons interested in serving on the ACC. The notice must be provided at least 10 days before the Association appoints a person to serve on the ACC and it must contain instructions for a person to notify the Association of that person's interest in serving, including the date by which the person's notification must be received by the Association. If a vacancy remains on the ACC after the solicitation process has been completed, the Association may

appoint a board member, board member's spouse, or a person residing in a current board member's household.

5.03. Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article V within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

5.04. Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

5.05. Variance. The Developer, may on a case by case basis, authorize variances from the requirements of these Restrictions at its sole discretion. The ACC may grant a variance from the requirements of these Restrictions on the reasonable opinion of the ACC, if the Restrictions unreasonably restrain the development of a Lot in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Lot or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

5.06. Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new dwelling, barn, workshop or storage building. This deposit will be held for the purpose of securing a Lot Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision Roads by construction equipment and construction traffic, and for damage to the Common Area. Lot Owners shall be responsible for any damage caused to the Roads or Common Area by construction equipment or trucks making deliveries to their Lot. Upon completion of construction, the Lot Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the Roads of the Subdivision and any damage to the Common Area.

ARTICLE VI
THE WOODS AT FLAT ROCK CREEK PROPERTY OWNERS' ASSOCIATION, INC.

6.01. Non-Profit Corporation. The Woods at Flat Rock Creek Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

6.02. Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

6.03. Membership. Every person or entity who is a record Owner of any Lot shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Lots. Regardless of the number of persons who may own a Lot, there shall be but one membership for each Lot and one (1) vote for each Lot. Ownership of a Lot shall be the sole qualification for Membership.

6.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Lot, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Lot. In the event that more than one person owns a Lot and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Lot and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Lot Owner at a meeting of Members permits the inclusion of the Lot represented when calculating any necessary quorum.

ARTICLE VII **ASSESSMENTS**

7.01. Assessments. Each Lot Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

7.02. Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial Annual Assessment for each Lot abutting the interior Roads within the

Subdivision shall be six hundred dollars (\$600.00) per Lot. For Lots abutting County Road 305 (Old Marble Falls Road) or County Road 306 (Lincoln Smith Road), the initial Annual Assessment shall be three hundred dollars (\$300.00) per Lot. The Annual Assessment is payable in advance and due on January 31st of each calendar year. All other matters related to the collection, expenditure, and administration of the Annual Assessment shall be determined by the Association's Board of Directors, subject to the provisions herein.

- (c) The Board of Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

7.03. Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

7.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

7.05. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Lot Owner hereby grants the Association a contractual lien on such Lot which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Lot Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Blanco County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Lot to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Lot, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Lot Owner or Lien Holder for the benefit of the Lot Owner. Following any such

foreclosure, each occupant of a Lot which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Lot Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Lot Owner personally obligated to pay the same.

It is the intent of the Provisions of this Article to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Lot Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

7.06. Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Lot of the delinquent Lot Owner by recording a Notice ("Notice of Lien" or "Affidavit of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed, and (e) the name of the Lot Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Lot Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

7.07. Liens Subordinate to Mortgages. The lien described in this Article VII shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Lot Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Lot, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Lot pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Lot free and clear of any claims for unpaid assessments or other charges against said Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer

of a Lot shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

7.08. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

7.09. Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

7.10. Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VIII

DEVELOPER'S RIGHTS AND RESERVATIONS

8.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VIII or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Common Area or a Lot in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance

by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

8.02. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision.

8.03. Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time without the consent of any Owner or the Association. This conveyance shall be As-Is and with all faults, without any warranty or representations.

8.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into the Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Blanco County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

8.05. Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE IX

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

9.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three-year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the Board of Directors.

9.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any and all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

9.03. Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

9.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Lot Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

9.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

9.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

9.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

9.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

9.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision

so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

9.10. Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

9.11. Remedies. In the event a Lot Owner fails to remedy any violation of these Restrictions, after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Lot Owner's property and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Lot Owner, and the violating Lot Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Lot until the violating condition is corrected. The fine charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2024 as a base year and can be increased at the Board's discretion for repeat offenses. This Failure to pay such assessment by the violating Lot Owner within ten (10) days from receipt of assessment will result in a lien against the Lot with the same force and effect as the lien for Annual or Special Assessments;
- (c) Impose charges for late payment of assessments;
- (d) After notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of this Declaration, and the Bylaws and any rules and regulations of the Association;
- (e) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;
- (f) Suspend an Owner's right to use the Common Area; and/or

(g) Take any action allowed by the Texas Property Code.

After a Lot Owner receives a written notice of a violation of these Restrictions, the violating Lot Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Lot for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Lot at the expense of the Owner and stored at the expense of the Owner.

ARTICLE X

GENERAL PROVISIONS

10.01. Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) affirmative vote of every Member of the Association and an appropriate document is recorded evidencing the cancellation of these Restrictions.

10.02. Amendments. Unless an amendment affects existing improvements, these Restrictions may be amended or changed in whole or in part by a two-thirds (2/3) affirmative vote of every Member of the Association. The Association must keep copies of all records related to such amendments permanently.

10.03. Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

10.04. Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

10.05. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

10.06. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

10.07. Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

10.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neutral gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 28 day of April 2025.

[signature follows on next page]

The Woods at Flat Rock Creek, LLC, a Delaware limited liability company

By: American Land Partners, LLC, a Delaware limited liability company, Manager

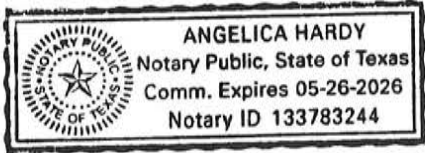
By: *Price Kever*
Price Kever, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF Burnet §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Price Kever who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 28 day of April 2025.



Angelica Hardy
NOTARY PUBLIC, State of Texas

OWNERS OF LOT 1:

William R. Swiss
William R. Swiss

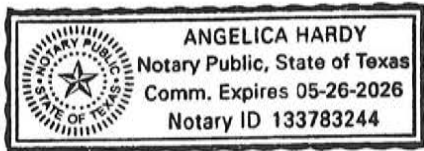
Elaine Wetmore Swiss
Elaine Wetmore Swiss

STATE OF TEXAS §
 §
COUNTY OF Burnet §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared William R. Swiss and Elaine Wetmore Swiss, who are personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the persons whose names are subscribed to the foregoing instrument, and who have acknowledged to me that they executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 28 day of April 2025.



Angelica Hardy
Notary Public in and for
The State of Texas

Appendix "A"

Below is a list of the minimum culvert sizes for individual driveways on lots with bar ditches adjacent to the roadway. Due to the large lots and undetermined driveway locations, these are the maximum culverts necessary to convey the 10 year storm. On several lots the culvert size may be reduced or the culvert pipe eliminated depending on the final driveway location. A licensed engineer should be consulted based on the driveway location selected.

Channel 1-24" LOTS 40, 41, and 42
Channel 2 – 21" LOTS 42 and 43
Channel 3 – 18" LOT 43
Channel 4 – 24" LOTS 43, 44, 45, 46, and 47
Channel 5 – 24" LOTS 36, 37, and 38
Channel 6 – 18" LOT 31
Channel 7 – 30" LOTS 18, 19, and 20
Channel 8 – 30" LOTS 20, 21, 22, 23, and 24
Roadway Bar Ditch – 18" 48-58

