

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIVE COVENANTS**

**ESCONDIDA RANCH**

STATE OF TEXAS

COUNTY OF HAYS

HLAM, Ltd., a Texas Limited Partnership (The Developer) being the owner of the following described real property lying and being situated in the County of Hays and the State of Texas, as more particularly described as follows, to-wit:

Lots 1-19, ESCONDIDA RANCH, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Plat Book Document Number 17019247, Plat Book, Hays County, Texas (being sometimes described herein individually as "Lot" or "Lots" and collectively as the "Property" or the "Subdivision").

For the purpose of carrying out a uniform plan for the development of a quality residential subdivision does hereby declare, adopt, and impose upon the above described Property the following covenants, conditions, easements, restrictions, and limitations which shall apply to and become a part of all legal instruments whereby title or possessions to any Lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefits of all parties, now or hereafter, owning or using above described Property or any portion thereof, their heirs, executors, administrators, successors and assigns.

**ARTICLE I: PROPERTY RIGHTS**

SECTION I. Owner's Easement and Right to Use of the Shared Access Driveway. The Shared Access Driveway is shown on the recorded plat along with utility easements, and drainage easements.

A. Every owner shall have a right and easement to the Shared Access Driveway as shown on the recorded plat, including without limitation, the right of vehicular and pedestrian ingress and egress, in and to the Shared Access Driveway, which shall be appurtenant to and shall pass with the title to every Lot. The right and easement shall also be deemed granted to the Association and the owners' families, guests, invitees, employees, and tenants.

B. The Developer shall have the right to dedicate or transfer all or any part of the Shared Access Driveway to Hays County, any public agency or authority for such purposes; provided, the owner's easements of ingress and egress and any public utility easements previously

established shall not be affected. Developer may also dedicate the Shared Access Driveway at its sole discretion or when the last Lot is sold.

C. Developer reserves the right to fully utilize said easement areas at all times and to deed the Shared Access Driveway to the Association at its sole discretion or when the last Lot is sold.

SECTION II. Association's Right of Entry. The Developer, the authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of property on an individual Lot in the event of an emergency or in connection with the maintenance of, repairs or replacements of facilities within the common areas; provided, after such entry, the Developer or the Association shall restore the Lot to its former condition. The Developer or the Association shall have the right to access to Lot 1, for purposes of maintaining the water line that crosses Lot 1 from the well site to the landscaped area in and around the entrance to the subdivision. Said water well is subject to a Shared Well Agreement of even date.

## ARTICLE II: PROPERTY OWNER'S ASSOCIATION

SECTION I. Membership. Developer and every owner of a Lot, which is subject to an assessment, shall be a member of the association known as Escondida Ranch Owners Association, Inc. (the "Association"). The Association shall be formed as a non-profit corporation at the discretion of the Developer and shall be governed under the laws of the State of Texas and the by-laws or other regulations imposed by said corporation. Such owners and members shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a Lot automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Prior to the Developer relinquishing control to the Association, which shall occur once the Developer has sold eighty-five (85%) percent of the Lots, the Developer shall have the unilateral right to establish and appoint the Directors of the Association. At such time that the Developer transfers control to the Association, each member shall have one vote with respect to each Lot owned by such member and the developer shall have two votes for each Lot owned by the Developer. A simple majority of the votes shall be used to determine the policy of said Homeowner's Association. The Association by a simple majority shall elect the officers being, the President, Vice-President, Treasurer and Secretary.

SECTION II: Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Shared Access Driveway as shown on the

recorded plat. The Association shall not, however, mow the grass in the utility easement areas unless specifically requested to do so. All swales, ditches, culverts and other instruments of drainage shall be maintained and remain open and clear of debris at all times.

### ARTICLE III: ASSESSMENTS

SECTION I. Assessments; Creation of the Lien. Each Lot owner, with the exception of Lots owned by the Developer or licensed contractors, unless said property is used by said contractor as a residence, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as provided in this Article. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed.

SECTION II. Purpose of Assessments. The assessments collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and the enjoyment of the Shared Access Driveway, including but not limited to, the cost of construction, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Shared Access Driveway, the procurement and maintenance of insurance and in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, the maintenance and upkeep of the entry gate and associated landscaping, and such other needs as may arise. The Developer, until such time as he deems necessary, may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining the Shared Access Driveway or the entry gate which the owners and/or occupants of Lots may be privileged or shall have the right to use. It is agreed and understood that the judgment of the Developer, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

SECTION III. Initial Assessments. Assessments shall be set at One Thousand (\$1,000.00) Dollars annually per Lot, and may pursuant to the procedures outlined in the association's by-laws be raised or lowered, but in no case shall such annual dues or special assessments levied against any individual Lot exceed a yearly sum of One Thousand Two Hundred (\$1,200.00), Dollars without the majority consent of all Lot owners of the Subdivision. During the term of the Well Sharing Agreement of even date, assessments for Lot 1 shall be set at Eight Hundred (\$800.00) Dollars and may, pursuant to the procedures outlined in the association's by-laws be raised or lowered, but in no case shall such annual dues or special assessments levied against Lot 1 exceed a yearly sum of One Thousand Dollars (\$1,000.00), without the majority consent of all Lot owners of the Subdivision.

SECTION IV. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. Any such assessment shall have the agreement of the members of the Association in accordance with the Bylaws.

SECTION V. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

SECTION VI. Date of Commencement of Annual Assessments; Due Dates.  
The annual assessments provided for herein shall begin as to any Lot subject to the assessment on the first day of the month following the date on which title to the Lot is conveyed to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the Lot is transferred. The assessments shall be due quarterly, pre-paid annually, or due as directed by the Developer or the Board of Directors of the Association.

SECTION VII. Effect of Nonpayment of Assessments; Remedies of the Association.  
Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of ten (10%) percent. The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Developer (and Association, when formed) as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each Lot in the subdivision subject to such charge. There is hereby granted unto the Developer (and Association, when formed) an express lien against each Lot of the subdivision to secure all obligations of the owner or owners of said Lot imposed upon such owner, or Lot, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Neither Developer nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

SECTION VIII. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV: USE RESTRICTIONS  
AND BUILDING REQUIREMENTS

SECTION I. Residential. All Lots in the Subdivision are restricted to use for residential, agricultural or wildlife habitat purpose consistent with obtaining and maintaining an agricultural or wildlife tax exemption. No commercial use, including a bed and breakfast operation, shall be allowed except that a business operated from the home will be allowed, provided, that such business is not conspicuous, does not require any signs, does not result in excessive use of the roads, does not have more than two (2) employees other than the owners of the Lot, and does not result in unsightly or excessive storage. Short term vacation rental of any Lot is strictly prohibited, provided however, the owner of Lot 2 shall be permitted to use the existing guest houses located on said Lot for short term vacation rental purposes provided the owner is living in the main house located on Lot 2 fulltime. Any Lot lease agreement must exceed six (6) months in duration, have no early termination provision which does not result in a commercially reasonable payment penalty, and be for single family use only. An auto repair business, day care provider, fix-it shop, gun dealers or other similar business does not qualify as a home based business. Only one (1) single-family residence, or main dwelling unit which may include one detached guest house and/or garage shall be built or constructed on each Lot. Each main dwelling unit hereafter constructed shall be subject to the Architectural Guidelines and Controls as adopted by the Developer or the Association. The primary residential dwelling shall contain a minimum of two thousand two hundred (2,200) square feet of heated and air-conditioned living area, exclusive of porches, garages and breezeways. Any guest house built on the property must be built after or while the primary residential dwelling is being constructed, unless otherwise approved by the Architectural Review Committee, and must contain a minimum of five hundred (500) square feet of living area, a maximum of two thousand (2,000) square feet, but no more than seventy-five (75%) percent of the primary dwelling square footage. All garage structures must be constructed with rear or side entrance unless otherwise approved by the Architectural Review Committee. No carports shall be permitted unless design and materials are pre-approved by the Architectural Review Committee.

SECTION II. Building Materials and Architectural Review Committee Approval. It is the intent of the Developer that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities that would look out of place in a rural setting. In that regard, exterior colors shall be limited to natural colors that blend into the surrounding area. No bold or high gloss colors that stand out will be permitted. All buildings erected on site shall be of new construction, and shall be constructed of approved building materials. "Approved Building Materials" for exterior walls include brick, stone, stucco, wood, Hardiplank, wood siding or wood facsimile. Reflective metal, cinder block or any kind of metal is not a permissible exterior wall covering for any building. Each primary residential structure shall have exterior walls of masonry construction on 100% of the street side (whether visible from street or not), and minimum seventy-five (75%) percent on the first floor, exclusive of eaves and overhangs (front and both sides), rear of primary residence can be Approved Building Materials' siding. All mailboxes,

newspaper containers, columns, and other type receptacles must be constructed with one hundred (100%) percent masonry. Cement siding such as Hardiplank shall not qualify as masonry construction under these restrictions. No chain-link fencing shall be permitted. Roofs may be constructed of either (a) dimensional composition shingles (no standard 3 tab shingles) (b) concrete or clay tile (c) metal subject to the review and approval of the Architectural Review Committee. If metal is used, the surface must have a dull finish upon installation. No improvements shall be constructed upon any of the Property without the prior written approval of the Architectural Review Committee.

SECTION III. Completion of Construction. Construction activity related to structures of any type or for any purpose on any Subdivision Lot shall be completed within twelve (12) months from the commencement of construction, unless prior written consent is obtained from the Architectural Review Committee, provided however, the Architectural Review Committee shall only be permitted to provide one (1) extension not to exceed six months. All construction equipment and trash shall be cleared from the Lot or be appropriately stored immediately upon exterior construction completion. It is the sole responsibility of the owner and builder to maintain a clean and orderly job site during construction.

SECTION IV. Use Limitations.

A. No single or doublewide manufactured homes or trailers, kit homes, log homes or modular homes shall be placed or built on any Lot within the Subdivision, provided however, the Developer shall be permitted to maintain a prefabricated sales office until the Developer turns over contract of the subdivision to the Owners pursuant to Article II, Section I set forth herein. As used herein, the term "single-family" shall be construed to prohibit use of any Lot for duplex houses, condominiums, townhouses or apartment houses. No above ground swimming pools are allowed on the Property.

B. Garages, work shops, barns, pool cabana, and other outbuildings must be built after or while the primary residential dwelling is being built so long as they are of good construction, kept in good repair and not used for any permanent or temporary residential purposes including weekend or vacation lodging, and are set back away from the main residence. Notwithstanding the foregoing, an Owner may have a building to house a permitted animal, so long as such structure is constructed during or after the primary residence and has been approved by the Architectural Review Committee, conforms to the dwelling located on the Lot and blends in to the area. Under no circumstances shall an Owner be allowed to construct any temporary housing for any animals or maintain animals on a Lot prior to the construction of the primary residential dwelling. Propane and/or butane tanks will not be visible from the front of the main dwelling.

C. No bus, semi-trailer, tractor, machinery, equipment, truck larger than a one (1) ton pickup, of any type shall be kept, parked, placed, maintained, constructed or repaired on or in the street, or driveway in front of the house on any Lot. These types of items must be stored in an enclosed structure built to the approval of the Architectural Review Committee in a manner architecturally consistent with the existing home. Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers of any type which are kept on any Lot, shall not be

visible from the neighboring Property or from the street, and shall never be used as a temporary or permanent dwelling.

D. No swine or livestock of any kind, other than as provided for below, shall be raised, bred or kept on any Lot. No animals may be bred or maintained for any commercial or breeding purposes. No guineas will be allowed on any Lot. All household pets require appropriate fencing to confine them to their Lot or leashed when not confined to the owner's Lot. No more than twenty (20) chickens shall be permitted on any Lot and all chickens shall be kept in a chicken coop, in which the Architectural Review Committee has approved both the coop location, design and materials. No more than two (2) horses per five (5) acres shall be permitted on any Lot. Animals for 4-H or FFA purposes may be permitted provided that the participant is a member of the owner's family, is under the age of nineteen (19) and is a bona fide member of a 4-H Club or Future Farmers of America Club. Only one (1) animal per family member not to exceed three (3) shall be permitted for the purpose of raising such animal for competition or as part of a club project. Such animals must (i) be kept in a sightly pen or other enclosure, (ii) the pen shall be kept clean and in sanitary and odorless condition, (iii) the animal(s) shall be removed from the Lot upon completion of the competition or club project.

E. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any 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. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, inoperable vehicles or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered and out of sight from the road or any other neighboring Lot.

F. Any structure, except fences, erected or placed in said subdivision shall be built within the buildable area of that Lot as shown on the recorded plat and (i) must be set back at least seventy-five (75') feet from the front property line adjoining the road and twenty-five (25') feet from the side and rear lines of each Lot unless otherwise approved in writing by the Developer or the Architectural Review Committee, provided however, the setback from the front property line for Lots 3 and 18 shall be fifty (50) feet. Additionally, each Lot shall have a twenty (20') foot buffer along adjoining Lot lines in which no clear-cutting of trees shall be allowed, except where an owner owns two (2) or more Lots and has the Lots replatted into a single Lot through the Hays County Development Office.

G. Exploration, drilling or mining for oil, gas or other minerals will not be permitted on any Lot or Lots in the subdivision.

H. Any discharge of firearms in the subdivision is strictly prohibited except for purposes of self-defense or where controlled animal harvesting as directed and permitted by the Association for purposes of maintaining the agricultural open space use valuation for the

Subdivision.

I. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, dirt bikes or any animal or fowl that causes a nuisance. Additionally, no vapor lights or any sort of light that causes night time sky pollution shall be permitted. This includes radio tower transmitters, antennas and neon lights. Satellite dishes shall be permitted provided that they are not visible from the adjoining property or roadway and are located at or on the back of the house. Satellite dishes must be no greater than thirty-nine inches in diameter unless prior written approval is obtained from the Architectural Review Committee.

J. No septic tank or other means of sewage disposal may be installed unless the construction and location complies with all existing state, county, or other governmental regulations and is approved by the proper governmental authorities having jurisdiction with respect thereto.

K. No signs shall be placed on any Lot, provided, however, a professionally made "For Sale" sign not exceeding four (4') square feet in size shall be allowed to advertise a particular Lot for sale. No signs shall be attached to or located upon trees within the Subdivision.

L. Storage tanks for water are permitted so long as they are screened by an Architectural Review Committee approved material and design, shrubbery will not be an approved screening material. Satellite dishes in excess of thirty-nine (39) inches in diameter, if approved, must be screened. Such screening shall require written approval from Developer or the Association prior to installation. Satellite dishes of 39 inches or less are not required to be screened. If located on a building, satellite dishes or antennas must be placed on the back section of the building so as not to be in view from the street or the adjoining property owner. Antennas or masts higher than twelve (12) feet are prohibited.

M. The Developer or the Association shall have the right to monitor the Lots for the presence of vegetative diseases, such as Oak Wilt. If a vegetative disease is found, the Lot owner at its expense must take such curative and preventative action as may be necessary to prevent the spread of the disease as outlined or determined by a specialist in the field. Every individual Lot owner is responsible for their own expenses in the preventing vegetative diseases. Owners and utility companies are encouraged to follow prudent guidelines when trimming or removing tree limbs, including the sealing of all cuts. The Developer or the Association reserves the right to monitor the Lots for Oak Wilt when a Lot owner has failed to do so, enter the Lot to take steps necessary to prevent the spread of Oak Wilt, and submit a statement of costs to the Lot owner for payment. The failure of the Lot owner to make payment shall be treated the same as payment of maintenance fees and subject to a lien and enforcement of such lien as provided in Article III above.

N. Fences or walls shall be limited to a height of seven (7') feet and shall be limited to the homestead area and shall not encompass more than two (2) acres of land. The location of the



fence must be approved by the Architectural Review Committee. No electrical fences will be allowed whether temporary or permanent unless underground and not visible, and maintained by the owner of the property to make sure that the fence is working at all times. Natural wood, wrought iron, iron pipe, brick, stone or stucco are the only acceptable building materials for fences or walls. No chain link, lattice, or plastic fences shall be permitted. Plans for the construction of a fence or wall must be approved by the Developer or Architectural Review Committee prior to construction. The Lot owner shall be responsible for the location of and/or repairs to, if any, underground utilities damaged due to the construction of any fence or wall. Swimming pools must be enclosed with a fence and lock, and any fence constructed around a pool or hot tub must be approved by the Developer or Architectural Review Committee. All fences must be maintained in a manner to keep a new look. All fence construction must be completed within sixty (60) days of commencement of said construction. All existing fencing and structures which existed on the property prior to these restrictions shall be grandfathered and permitted to remain whether or not such fencing or structures are in conformity with these restrictions.

O. No more than two (2) garage sales per year lasting up to three (3) days each shall be permitted on any Lot. No more than one (1) estate sale per year lasting up to three (3) days shall be permitted on any Lot. A Lot owner must notify the Developer or the Association in writing at least seven (7) days in advance of the date of any such garage or estate sale.

SECTION V. Drainage. Each and every Lot owner does hereby agree that the drainage from their Lot shall conform to the drainage plans that have been approved by Hays County regarding surface drainage. All roof downspouts shall not be discharged directly into the streets, but shall be absorbed on the lawns or woodlands of the particular Lots involved. All swales, ditches, streams, culverts and other instruments of drainage shall remain open and clear of debris at all times and the Lot owner shall be responsible for such maintenance of those conditions that exist on their property. Each Lot owner shall be required to construct a twelve (12") inch culvert at the street at the exact location to be determined by the Developer or the Architectural Review Committee. If the Lot owner fails to maintain such conditions on his property, the Association has the right to enter onto the Lot owner's Lot and open any swales, ditches, streams, culverts or other instruments of drainage that shall be clogged or obstructed by debris, and shall be able to assess the cost of such work against the particular Lot owner involved. Depositing of grass clippings, leaves, and/or any debris created from landscape maintenance into any street, drainage structure or the Common Area is strictly prohibited.

SECTION VI. Duty to Maintain and Rebuild.

A. Each owner of a Lot shall, at their sole cost and expense, repair their residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear, and shall be responsible for maintaining the yard and other landscaping.

B. Exterior dwelling walls, roof's soffit, gutters and downspouts, walks, patios, decks, and driveways shall be maintained and kept clean, as to not show dirt or mold and shall

maintain an attractive and clean appearance.

C. No Lot shall be used or maintained as a dumping ground for trash, rubbish and yard waste. Trash, garbage or other waste shall not be kept except in sanitary containers located out of view from the street and must be pet and varmint proof. Violators will be charged a clean-up and disposal fee. Equipment used for the storage or disposal of trash shall be kept in a clean and sanitary condition. Trash shall be placed at the curb for collection no sooner than after dark the night before the day of scheduled trash pickup and over-night placement must always be contained in trash cans. Bona fide garbage bags may be used for curbside placement on the day of pickup. Incinerators are prohibited.

D. The premises of all Lots are to be free of clutter, garbage or trash of any type at all times. Streets are to be kept clear of dirt and debris. If removal of said dirt or debris is conducted by the Developer or the Association, a charge for removal will be rendered to the party responsible for placing the litter there. All outside clothes lines, trampolines, playscapes, basketball hoops, bar-b-que pits, volleyball courts, shall be located in an inconspicuous place where they shall not be visible from any roadway.

E. If all or a portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, clean up and promptly rebuild, or repair to the apparent condition immediately prior to the casualty.

F. All Lots including the yard and landscaped areas must be maintained by the property owners, any Lot not maintained as specified will be serviced by the Developer or Association and a fee will be charged to the property owner for the services rendered. The Association shall have a lien on that Lot and the improvements thereon equal in priority to the lien for assessments provided in the Article III, Section VII, to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

#### SECTION VII. Construction Requirements.

A. It shall be the responsibility of the contractor or owner to keep the Lot and surrounding areas neat and clean during the construction period. All trash and debris shall be kept in suitable containers or covered with a tarp until removed from the job-site. Burning of construction debris is prohibited.

B. All construction sites shall have a portable toilet in place prior to the commencement of construction. Toilets shall be properly maintained, and open toilets will not be allowed once construction is complete.

C. It shall be the responsibility of the property owner and builder to construct and maintain sediment and erosion control, including obtaining all necessary permits. Since the subdivision is a hillside development, the alteration of the natural terrain and the removal of topsoil and vegetation cover must be minimized. Lot owners must protect the hillside and woodland from destruction.

D. In the event that mud, debris, or any other construction materials are deposited onto the street by any means, it shall be the responsibility of the contractor or Lot owner to remove the mud from the street within a reasonable amount of time not to exceed thirty-six (36) hours. If not removed within such period, the Property Owners Association or Developer will clean the street and bill the Lot owner for the cost. The Association shall have a lien on that Lot to cover the cost of removing the mud, debris or other materials from the street in accordance with Article III, Section VII, to secure the repayment of such cost. Such lien may be enforced by foreclosure.

E. All driveways shall be constructed of concrete, asphalt, pavers, masonry or crushed granite with ribbon curb, and shall be so graded as to facilitate drainage of water and to prevent slippage of dirt or other material upon the common streets.

F. Any exposed building foundation, exposed chimney or basement shall be covered by masonry, consisting of brick, stone or other material approved by the Developer.

G. No lattice or T-11 will be allowed for underpinning, fencing, or any other use within the subdivision.

H. External wall or window-mounted air conditioning units will not be allowed for use in any building within the subdivision, unless to cool a small area of a barn or outbuilding, but must not be a nuisance or eye sore to the street or adjoining property owner.

I. Brush burning shall be permitted only when done in accordance with Hays County Regulations and when such burning does not jeopardize surrounding properties.

SECTION VIII. Septic Systems. All Lot owners shall be required to obtain a permit, install and maintain a sanitary septic tank and system for the treatment of house sewage. The use of aerators with septic systems shall also be permitted with proper approvals. All septic tank and soil absorption sewage systems shall be constructed in accordance with the requirements of the Hays County Health Department. Written certification that the system complies with applicable requirements shall be presented to the Association or the Developer by the Owner of a Lot prior to occupancy of the premises. No more than two (2) septic systems shall be permitted on a Lot. No Lot shall share a septic system with another Lot.

SECTION IX. Building Plans. No building or other structure shall be erected, placed, substantially changed, or remodeled on any Lot, nor shall any site preparation begin, until the proposed building plans and specifications, exterior finish plan, plot plan, landscaping plan, construction schedules, and builder have been approved in writing by the Developer/Association or its successors in title. If the Developer/Association fails to approve or disapprove such items in writing within thirty (30) days after the same have been received by it in proper written and blueprint form, such written approval will not be required; however, no building shall be erected which violates any of these covenants and restrictions herein in any event. Two (2) sets of all plans and specifications must be submitted to the Developer/Association. Upon approval of the

plans and specifications, one (1) set of the submitted plans shall be marked "approved", signed by a representative of the Developer/Association and returned to the Lot owner and the other set shall be retained by the Developer/Association.

SECTION X. Easements. There shall be a twenty (20') foot wide utility easement reserved along all roadway property lines and a ten (10) foot utility easement reserved along all other Lot lines, provided however, the utility easement along the roadway shall be extended to an additional thirty (30') feet for purposes of guy-lines for structural support of utility poles located in the easement area.

SECTION XI. Subdividing. The owner of a Lot shall not be allowed to further subdivide the Lot, provided, however, an owner of a Lot shall be allowed to replat multiple Lots into one Lot as per the regulations of the Hays County Development Office and once recorded in the Plat Records of Hays County, Texas, such consolidated Lot shall be considered one (1) Lot for all purposes including but not limited to dues, use and development.

SECTION XII. Agricultural Use. Each Lot owner within the Subdivision currently maintains an agricultural open space use valuation for property tax purposes through the raising and harvesting of exotic animal species. No Lot owner shall be permitted to take any action which would adversely impact any other Lot owner's agricultural exemption. The Association shall be responsible for managing the exotic animals within the Subdivision including any supplemental feeding, harvesting and/or trapping of said animals. All Lot owners shall agree to provide the Association reasonable access to said owned Lot for purposes of managing the exotics animals, including but not limited to the establishment of feeding and watering sources. Any change in the use of a Lot could result in a rollback tax, which will be the responsibility of the Lot owner unless expressly caused by Developer.

#### ARTICLE V: GENERAL PROVISIONS

SECTION I. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any Lot owner, by the Association, or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Lot owner, builder, the Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of these restrictions.

SECTION II. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION III. Restrictions Run with Land. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and

shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all Lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part.

The Developer, for itself and its successors and assigns, reserves the right to alter, amend or revise these covenants and restrictions unilaterally, for a period of ten (10) years after its recordation, provided, however, that the Developer has the right at any time to waive such right. After which time or in the event Developer waives its right, these restrictions may be revised or amended by a written instrument signed by the owners of the Lots with sixty-five (65%) percent of the votes in the Association and the instrument is to be recorded in the Official Public Records of Hays County, Texas. No amendment shall be effective to release the Association from its responsibility to maintain publicly dedicated Rights-of-Ways, streets, drainage features or water retention systems or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

SECTION IV. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

SECTION V. Non-Liability of the Directors and Officers. Neither the Developer nor the directors or officers of the Association shall be personally liable to the owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless the Developer, each of the said directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Witness the following signature on this 7<sup>th</sup> day of June 2017.

HLAM, Ltd., a Texas Limited Partnership

By: Linda Zamora Gomez  
Linda Zamora Gomez, General Partner

**ACKNOWLEDGMENT**

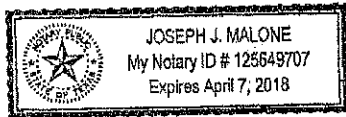
**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this 7<sup>TH</sup> day of June 2017 by Linda Zamora Gomez, General Partner of HLAM, Ltd., a Texas Limited Partnership, on behalf of said partnership.



Notary Public, State of Texas



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIVE COVENANTS**

**ESCONDIDA RANCH**

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, pursuant to Section III of Article V of the Declaration of Covenants, Conditions and Restrictive Covenants for Escondida Ranch recorded in Instrument No. 17019910, Official Public Records, Hays County, Texas (the "Restrictions"), the Developer, for itself and its successors and assigns, has the unilateral right to alter, amend or revise the Restrictions for Escondida Ranch for a period of ten (10) years from the recordation date of the Restrictions which took place on June 12, 2017.

WHEREAS, 5000 Escondida Ranch, LLC, being the successor in interest to HLAM, Ltd., the Developer under the Restrictions, desires to amend the Restrictions for Escondida Ranch.

NOW THEREFORE, 5000 Escondida Ranch, LLC, being the successor in interest to HLAM, Ltd., the Developer under the Restrictions, hereby amends the Restrictions for Escondida Ranch, as follows:

The Eighth (8<sup>th</sup>) sentence of Section II, Article IV of the Restrictions, is amended to read as follows:

Each primary residential structure shall have exterior walls of masonry construction on sixty (60%) percent of the street side (whether visible from the street or not), and minimum seventy-five (75%) percent on the first floor, exclusive of eaves and overhangs (front and both sides), rear of primary residence can be Approved Building Materials' siding.

The Restrictions subject to the above-referenced amendment are hereby ratified and confirmed.

5000 Escondida Ranch, LLC, a Texas  
Limited Liability Company

By:   
Amy Nicole Gomez, Manager

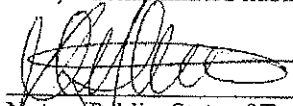
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this <sup>22<sup>nd</sup></sup> day of May 2018 by Amy Nicole Gomez, Manager of 5000 Escondida Ranch, LLC, a Texas limited liability company on behalf of said company.



  
\_\_\_\_\_  
Notary Public, State of Texas



Instrument # 18019011 Number: 2 of 2 Filed and Recorded: 5/30/2018 2:16 PM  
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$30.00 Deputy Clerk: MCASTRO



15/ITC/JJM/ 1948632 -WIM

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIVE COVENANTS**

**ESCONDIDA RANCH**

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, pursuant to Section III of Article V of the Declaration of Covenants, Conditions and Restrictive Covenants for Escondida Ranch recorded in Instrument No. 17019910, Official Public Records, Hays County, Texas, and as amended in Instrument No. 18019011, Official Public Records, Hays County, Texas (the "Restrictions"), the Developer, for itself and its successors and assigns, has the unilateral right to alter, amend or revise the Restrictions for Escondida Ranch for a period of ten (10) years from the recordation date of the Restrictions which took place on June 12, 2017.

WHEREAS, 5000 Escondida Ranch, LLC, being the successor in interest to HLAM, Ltd., the Developer under the Restrictions, desires to amend the Restrictions for Escondida Ranch.

NOW THEREFORE, 5000 Escondida Ranch, LLC, being the successor in interest to HLAM, Ltd., the Developer under the Restrictions, hereby amends Article VI of Section XI. of the Restrictions for Escondida Ranch, as follows:

SECTION XI. Subdividing. The owner of a Lot shall not be allowed to further subdivide the Lot, provided, however, an owner of a Lot shall be allowed to replat multiple Lots into one Lot as per the regulations of the Hays County Development Office and once recorded in the Plat Records of Hays County, Texas, such consolidated Lot shall be considered one (1) Lot for all purposes including but not limited to dues, use and development.

Notwithstanding the foregoing, the owner of Lot Two (2), Escondida Ranch shall be permitted to subdivide Lot Two (2) into two separate Lots, provided no subdivided lot be smaller than 10.01 acres, the subdivision is done in accordance with all applicable regulations of the Hays County Development Office, and both subdivided Lots be treated separately under the Restrictions for all purposes including but not limited to dues, use and development. Furthermore, upon the subdivision of Lot Two (2) in the manner described herein, no short-term vacation rental use shall be permitted on the subdivided portion of Lot Two (2) that does not contain the existing main home.

The Restrictions subject to the above-referenced amendment are hereby ratified and confirmed.

5000 Escondida Ranch, LLC, a Texas  
Limited Liability Company

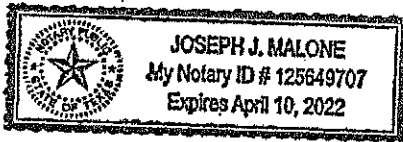
By: Amy Nicole Gomez  
Amy Nicole Gomez, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 11<sup>th</sup> day of December 2019 by Amy Nicole Gomez, Manager of 5000 Escondida Ranch, LLC, a Texas limited liability company on behalf of said company.



[Signature]  
Notary Public, State of Texas

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Hays County, Texas.

19048025 AMENDMENT  
12/31/2019.12:31:32 PM Total Fees: \$30.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

