

Last changes made on July 30, 2025

AMENDED AND RESTATED DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

WINDMILL RANCH SUBDIVISION, UNIT S 1, 2, 3, 4 and 5

~~AND ANNEXATION TO WINDMILL RANCH~~

~~HOMEOWNERS ASSOCIATION, INC.~~

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~~(7) — Adjacent greenbelts and drainage~~

~~(8) — Proposed Lot grading and drainage~~

~~C. Two sets of plans depicting room size, layout and exterior elevations~~

~~D. Building specifications, materials list and exterior colors~~

~~Fencing Plan:~~

~~Two site plans showing fence location, with fencing materials labeled~~

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FOR WINDMILL RANCH SUBDIVISION, UNIT S 1-5
AND ANNEXATION TO
WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC.

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

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL RANCH SUBDIVISION, UNIT S 1-5, is made on the date hereinafter set forth by the Members of the Windmill Ranch Homeowners Association, Inc., D.M.M. L.L.C. a Texas nonprofit corporation Limited Liability Company ("Association Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, ~~D.M.M. L.I.C. Declarant~~ has as the Declarant created a residential community known as WINDMILL RANCH SUBDIVISION, UNIT S 1-5, Comal County, Texas (the "Subdivision") with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future Owners of said Lots, and ~~desires to create~~ d and ~~carried~~ y out a uniform plan for the improvement, development and sale of the Lots described as follows, to wit:

Lot 202 and Lots ~~1-5 and 10-6254~~ and Lot 202, all in Windmill Ranch Subdivision, Unit 1, Comal County, Texas, according to plat thereof recorded in Book 12, Pages 321-324, Records of Deed and Plat Records of Comal County, Texas; and

Lot 202 and Lots 64-75, all in Windmill Ranch Subdivision, Unit 2, Comal County, Texas, according to plat thereof recorded in Book 13, Pages 31 and 32, Records of Deed and Plat Records of Comal County, Texas; and

Lot 202 and Lots 76-121, all in Windmill Ranch Subdivision, Unit 3, Comal County, Texas,
according to plat thereof recorded in Book 13, Pages 33-36, Records of Deed and Plat
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Lot 202 and Lots 122-160, all in Windmill Ranch Subdivision, Unit 4, Comal County, Texas, according to plat thereof recorded in Book 13, Pages 37 - 39, Records of Deed and Plat Records of Comal County, Texas; and

Lot 202 and Lots 161-176, all in Windmill Ranch Subdivision, Unit 5, Comal County, Texas, according to plat thereof recorded in Book 13, Pages 106 and 107, Records of Deed and Plat Records of Comal County, Texas; and

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of the Common Facilities thereof, and to ~~do so~~this end ~~desires to~~ subjected the above-described real property, ~~together with such additions as may hereafter be made thereto as herein provided,~~ to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the Owners thereof and shall run with the land; and

WHEREAS, WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC., ~~has been incorporated as~~is a Texas nonprofit corporation with the power and duty to maintain and administer the Common Facilities of the Subdivision and the power to administer and enforce the covenants, conditions and restrictions, and to collect and disburse the assessments and charges, hereinafter described; and

WHEREAS, the real property above described as constituting Windmill Ranch Subdivision, Units ~~1-5~~, lies within and ~~are~~is a part of that area described in the Declaration of Covenants, Conditions and Restrictions of Windmill Ranch Subdivision, Unit 1, recorded as Document # 9806027655; the Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision ("Unit 1 Declaration"), Units 2, 3 & 4, recorded as Document # 9906012296 ("Units 2, 3 & 4 Declaration"); and the Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Unit 5, recorded as Document # 9906029564 ("Unit 5 Declaration"), all recorded in the Official Public Records of Comal County, Texas ~~1-5~~, under the terms of which D.M.M. L.L.C. Declarant ~~Declarant has the right to annexed the Subdivision to the real property~~ and subjected the Subdivision to the assessments and liens of Windmill Ranch Homeowners Association, Inc.;

WHEREAS, Declarant ~~desires to~~ exercised its right to cause Unit 2, 3, & 4, and Unit 5 to be annexed to the Subdivision as the area subject to the assessments and liens of Windmill Ranch Homeowners Association, Inc. by the Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units 2, 3 & 4, dated April 29, 1999 and recorded as Document # 9906012296 ("Units 2, 3 & 4 Declaration"); and the Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Unit 5, dated October 7, 1999 and recorded as Document # 9906029564 ("Unit 5 Declaration"), both as recorded in the Official Public Records of Comal County, Texas;

WHEREAS, the Owners of Lots in Units 1-5, ~~voting separately by Unit,~~ holding at least sixty-seven percent (67%), as now limited by TEX. PROP. CODE § 209.0041, of the total outstanding votes of each Subdivision Unit have approved and ratified this Restated Declaration to consolidate, merge and amend the Unit 1 Declaration, Units 2, 3 & 4 Declaration, and Unit 5 Declaration, as defined above, into this Declaration to cause uniformity and applicability of the covenants, conditions and restrictions for Units 1-5 and change the method of voting for the Members in Units 1-5 to vote as a consolidated whole and not by individual Units;

WHEREAS, this Restated Declaration supersedes and replaces the Unit 1 Declaration, the Unit 2, 3 & 4 Declaration, and the Unit 5 Declaration.

NOW, THEREFORE, Declarant—Association ~~declareds~~ that the above-described property constituting Windmill Ranch Subdivision, Units 1-5 , ~~is and~~ shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, all of which shall be deemed as running with the land, and shall hereafter be subject to the assessments and liens of Windmill Ranch Homeowners Association, Inc., on the following terms, to wit:

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Accessory Dwelling Unit" or "ADU" shall mean a small, secondary residential unit located on the same lot as the Living Unit.

(b) "Architectural Design Guidelines" or "ADG" shall mean that document entitled Architectural Design Guidelines which may be promulgated by the Architectural Review Control Committee, as defined below. The ADG is subject to amendment from time to time and which may include landscaping and other requirements and details not strictly related to architectural matters or features. Such amendment will be prepared by the ARC, and will be approved by the Board of Directors prior to implementation. Each prospective Owner should obtain a copy of the ADG prior to contracting for the purchase of a Lot, and each Owner and prospective contractor should obtain a copy of the ADG prior to contracting for the construction of any improvements on a Lot and prior to the start of such construction. The Architectural Review Committee is authorized to make rules regulating contractors and subcontractors and is authorized to require a security deposit from contractors and subcontractors prior to commencement of construction, and is authorized to establish rules and regulations for the

maintenance of a Lot while improvements are being constructed thereon. ~~require that each construction site must have a dumpster for all construction refuse.~~

(c) "Architectural Review Committee" or "ARC" shall mean the Architectural Review Authority as defined by TEX. PROP. CODE § 209.00505, and as established and vested with the powers, authority, and duties more fully described in Article VII ~~herein~~ hereof by Declarant.

(d) "Assessment" or "Assessments" shall mean and refer to all assessment(s) and charges imposed by the Association under this Declaration to be charged to the Members, including but not limited to, annual assessments and charges, and special assessments.

~~(a)~~(e) "Association" shall mean and refer to Windmill Ranch Homeowners Association Inc., a Texas nonprofit corporation, its successors and assigns as provided for herein. The Association operates under the assumed name "Windmill Ranch Homeowners Association, Inc."

(f) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of Windmill Ranch Homeowners Association, Inc., the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

~~"Committee or~~

(g) "Common Areas" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The Common Areas may include, but shall not necessarily include or be limited to, any or all of the following: mailbox pavilion, private roads and entry gate for the Subdivision, and entrance monuments, perimeter walls, drainage facilities esplanade and right-of-way landscaping and such other areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

(h) "Declarant" shall mean and refer to D.M.M., L.L.C. .

(i) "Improvements" shall mean and refer to every structure and all appurtenances thereto of every type and kind, whether temporary or permanent, including, but not limited to, buildings, gazebos, patios, driveways, walkways and other paved areas, flatwork, tennis courts, fountains, permanent barbecue units, outdoor kitchens, green houses, barns, basements, and large visible decorative items, swimming pools and equipment, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, mailboxes, exterior air conditioning, exterior water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers, playground equipment, generators, rainwater recovery systems, flag poles, solar panels and facilities used in connection with water, sewer, gas, electric, telephone, regular satellite or cable television, or other utilities.

(j) "Living Unit" shall mean and refer to a single-family residenceLiving Unit and its attached or detached garage situated on a lot.

(b)(k) "Lot" shall mean and refer to any of the plots of land numbered Lots 10-176-54; and Lot 202; Windmill Ranch Subdivision, Units 1-5, Comal County, Texas, according to plat thereof recorded in Book 12, Pages 321-324, and Book 132, Pages 31-39 and 106-107 Records of Deed and Plat of Comal County, Texas;

(k) "Members" shall mean each individual Owner of a Lot in Windmill Ranch, as it is described in the Declarations shall be a Member of the Association; provided, however that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation shall not be a Member. If a Lot is owned by a trust, the trustee, or an individual designated in writing by the trustee, shall be deemed to be a Member. No other individual shall be eligible to represent the trust. In addition, if a Lot is owned by a legal entity, such as a partnership, corporation or limited liability company, any officer, partner, director, manager or member of that entity shall be entitled to be a Member for purposes of this Section 3.1 once designated in writing by the legal entity. No other individual, other than as stated, shall be eligible to represent the entity. If the relationship between the entity Member and the legal entity it represents terminates, or the relationship between the trust and the trust representative terminates, that Membership will simultaneously be terminated, and the entity or trust shall appoint a successor representative. and refer to all those Lot Owners who are mandatory members of the Association as provided herein.

(l) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(m) "Properties" or "Subdivision" shall mean and refer to the above-described properties known as WINDMILL RANCH Subdivision, Units 1-5, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(n) "Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units 1-5, and any amendments, annexations, and supplements hereto made in accordance with the terms hereof.

~~(e)(o)~~ "Single-Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated ~~house mates~~housemates equal to the number of bedrooms in a Living Unit.

(p) Subdivision Plat" shall mean and refer to the map or plat of Windmill Ranch Subdivision, Units 1-5, filed for record in Book 12, Pages 321-324, and Book 13, Pages 31-39 and Pages 106-107, Records of Deed and Plats of Comal County, Texas and any amendment thereof upon filing of same for record in the Records of Deeds and Plats of Comal County, Texas.

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

~~(h) "Declarant" shall mean and refer to D.M.M., L.L.C., its successor, or assigns who are designated as such in writing by Declarant with respect to the Lots acquired by such successor or assign.~~

~~(i) "Committee or "Architectural Review Control Committee" or "ARCC" shall mean and refer to the committee hereinafter established in Article VII hereof. by Declarant.~~

~~(j) "Common Areas" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The Common Areas may include, but shall not necessarily include or be limited to, any or all of the following: mailbox pavilion, greenbelts, water wells, private roads and entry gate for the Subdivision, and all entrance monuments, perimeter walls, drainage facilities and detention ponds, esplanade and right of way landscaping and such other areas lying within indicated public easements or rights of way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.~~

~~(k) "Members" shall mean and refer to all those Lot Owners who are members of the Association as provided herein.~~

~~(l) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.~~

~~(m) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of Windmill Ranch Homeowners Association, Inc., the election and procedures of which shall be as set forth in the Articles of Incorporation and By Laws of the Association.~~

~~(n) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units 1-5, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.~~

~~(o) "Architectural Design Guidelines" or "ADG" shall mean that document entitled Architectural Design Guidelines which may be promulgated by the Architectural ReviewControl Committee. The ADG is subject to amendment from time to time which and may include landscaping and other requirements and details not strictly related to architectural matters or features. Such amendment will be prepared by the ARC, and will be approved by the Board prior to implementation. Each prospective Owner should obtain a copy of the ADG prior to contracting for the purchase of a Lot and each Owner and prospective contractor should obtain a copy of the ADG prior to contracting for the construction of any improvements on a Lot and prior to the start of such construction. The Architectural ReviewControl Committee is authorized to make rules regulating contractors and subcontractors and is authorized to require a security deposit from contractors and subcontractors prior to commencement of construction, and is authorized to require that each construction site must have a dumpster for all construction refuse.~~

ARTICLE II. CONSTRUCTION REQUIREMENTS

Section 1. Placement of Structures on Lots and Side Yards. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established. No building or other structure may be constructed, placed or maintained nearer to any Lot line than such setback lines. Setbacks for all Lots shall be as follows: fifty feet (50') from any front Lot line, fifteen feet (15') from any side lot line, and twenty-five feet (25') from any rear Lot line. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. In no event may any structure be constructed or maintained upon any utility or other easement.

Section 2. Variances. The ~~ARC~~ shall have the right to grant variances to the setbacks established in this Section 1 to accommodate the topography and trees or other special conditions on a Lot or the architectural design of the proposed improvements.

Section ~~3.~~ Size and Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty feet (40') in average height (measured from the top of the foundation to the topmost part of the roof~~ft~~), nor be more than two and one-half (2-1/2) stories in height without the written consent of the ~~Architectural Control Review Committee~~ARC: provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times.

Section 4. Size. Each ~~residence~~Living Unit shall meet minimum square footage requirements. ~~A shall be single story Living Unit, including any partial level, or one and one-half (1 1/2) story building or structure~~ shall contain not less than 2,000 contiguous square feet of living area, and each two (2) story or two and one-half (2 1/2) story ~~building or structure~~Living Unit shall contain not less than 2,400 contiguous square feet of living area, such areas to be exclusive of open or screened porches, terraces, patios, driveways, garages, carports, and ~~living quarters for domestic servants~~ ADU separated or detached from the ~~primary~~Living Unit area.

Section 5. Masonry. ~~The exterior walls of the first floor of each main residence building constructed on any Lot shall be at least seventy five percent (75%) by area composed of masonry or masonry veneer. Said percentage shall apply to the aggregate area of all said lower story walls. In determining compliance with this section window and door openings surrounded by masonry material shall be considered masonry and window and door openings surrounded by non-masonry materials shall be considered non-masonry. The front side of the Living Unit constructed on any Lot shall be at least fifty percent (50%) by area composed of rock, brick, or stucco.~~

The first-floor rear and sides of the Living Unit shall be composed of masonry, masonry veneer, or fiber cement board.

The exterior of all chimneys shall be one hundred percent (100%) masonry or fiber cement board if ~~located on the front or side of a house or otherwise~~ visible from the street, and such masonry or fiber cement board shall be of a type and color matching the primary masonry on the exterior walls of the ~~residence~~Living Unit.

The second floors (excluding the second floor front side) of the Living Unit shall be composed of masonry, masonry veneer, fiber cement board or siding. The ~~Architectural Review Control Committee~~ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other material commonly referred to in Comal County, Texas as masonry but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ARC, vinyl siding and aluminum siding shall not be allowed. ~~"Hardy Board is permitted but cannot be counted towards the masonry requirement."~~

Notwithstanding the requirements of this Section, and in addition to variance power granted to the ~~Architectural Review Control Co~~CommitteeARC hereinafter, the ~~Committee~~ARC is empowered to waive one (1) or more requirements of this Section, if in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and, in the opinion of the CommitteeARC, the resulting structure or appearance will not detract from the general appearance of the neighborhood.

Section 6. Siding. -Subject to the limitations imposed by Section 3, above, wood and/or fiber cement siding may be used. All other siding materials, and all siding colors, must be approved by the CommitteeARC.

Section 7. Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of architectural dimensional shingles (with minimum twenty-five (25) year warranty) or metal of a color and type approved by the ARC; ~~slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be metal, left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams.~~ The ARC shall follow TEX. PROP. CODE § 202.011 when determining acceptable roofing options. Wood shingles or wood shakesu are not permitted. The Architectural ReviewControl CommitteeARC shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. No flat roofs are permitted.

The Architectural ReviewControl CommitteeARC shall establish roofing criteria which are directed to (a) generally improve the quality of materials used; (b) encourage the use of colors which are harmonious with other structures in the Subdivision; and (c) establish minimum pitch requirements.

Section 8. Exterior Colors and Materials. The exterior colors of all improvements on a Lot, ~~including any repainting of improvements,~~ shall be subject to approval by the Architectural ReviewControl CommitteeARC. A sample of the masonry, roofing, material, paint colors, and any additional exterior materials shall be submitted to the ARC for review prior to its application to the structure. ~~Any repairs or repainting of existing structureschanges to exterior material or color are not required to~~shall be submitted to the ARC for review and approval if using the same or similar color or materials.

Section 9. Windows and Glass. Windows shall be ~~wood or factory or job finished painted metal windows~~ in a color approved by the Architectural ReviewControl CommitteeARC. The design of windows may be double or single hung, casements or projecting, except that, as necessary, sliding windows may be single pane. ~~No reflective glass is permitted.~~

Section 10. Guttering and Rain .~~GutteringBarrels.~~ Guttering shall not be required but all dwellings with guttering must be guttered with downspouts being situated so as to minimize adverse drainage consequences for adjoining Lots. The guttering must be in a color approved by the Architectural Review Committee ARC. Rain Barrels and Rain Catchment Systems are allowed and must be placed behind or beside the dwelling and are screened from public view. Color must be approved by the ARC and be harmonious with the dwelling, and may not have any signage or advertising on its face.

Section 11. Garages. A garage able to accommodate at least two (2) automobiles must be constructed and maintained as such for each residenceLiving Unit. ~~Garages will be allowed as builder's sales offices but must be reverted to use as a garage upon the conveyance or occupancy of home by a resident.~~ No garage shall be permanently enclosed for conversion to any other use, unless an additional minimum of two (2) car garage is built on the Lot in conformity with the Declaration. Such additional garage must be completed before the original garage can be converted. The ~~initial~~ No original garage shall not open to the street, except on corner Lots. In the case of a corner Lot, the garage can face the side street so long as the garage opening is at least fifty feet (50') from the side property line.

Section 12. Fences. No chain-link fences may be built or maintained on any Lot, except in connection with ~~tennis courts~~athletic courts, provided such fence is vinyl clad, is properly landscaped, and is reasonably screened from public view, or a rear yard dog run so located or screened as to not be visible from any street. All fences must be approved in writing by the Architectural ReviewControl Committee ARC.

In order to allow for the easier passage of wildlife within the community, ~~A~~new perimeter fencing along Lot lines and fencing along the front setback lines, if constructed, shall consist only of the following kinds of ranch fencing:

(a) Posts. Cedar posts shall be placed ten feet (10') to twelve feet -(12') on center (min. 3"-4" diameter for in-line posts and 6"-7" diameter for corners and H-braces) with cedar stakes or metal tee stakes (color to be approved by the Architectural Control Review CommitteeARC) between each post. Cedar posts may be stripped of bark. Painted iron pipe may be used in lieu of wood posts. In-line pipe shall be a minimum of 2 3/8" in diameter, and corners and H-braces shall be a minimum diameter of 2 7/8". Wolmanized pine or other wood posts are permissible.

Iron pipe sh~~ould~~all be ~~placed~~installed at a maximum distance of ~~three~~two hundred feet (3200') in total length in any one direction (one hundred feet in length (100') is recommended) provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed every ten feet (10') to twelve feet -(12') on center. In general, H-braces should be placed at all changes in direction and at all ends.

(b) Wire. Wire shall be standard forty-eightseven inches (487") Sheep and Goat galvanized wire fencing (12.5 gauge or better). The overall height of the fence shall not exceed fifty-six inches (56"). The wire fencing shall be tied at a height of forty-eight inches (48"), and may be topped with one strand (2" to 6" above fencing, for a total fencing height not exceeding 56") of smooth wire. Non-climb wire (12.5 ga. wire or better), forty-eighth inches (48") in height, 2 X 4, 12.5 ga. welded wire forty-eight inches (48") in height, or forty-eight inch (48") 8 ga. welded wire panels, may be used in lieu of the Sheep and Goat wire fencing. No barbed wire fencing may be used.

Also, five (5) strands of smooth wire may take the place of the fencing. This kind of fencing will also allow for the easier passage of fawns and other small wildlife within the Properties.

No "deer proof" perimeter fencing or any fencing above the height of fifty-six inches (56") shall be permitted, which would restrict the movement and habitat of wildlife presently existing on the Properties.

Free-standing site walls, bollards, planters or gate posts may be allowed at the driveway entrance, as long as the improvements are a minimum of twenty-five (25') feet from the nearest edge of the nearest roadway-right-of-way. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed eight (8') feet in height and fifty (50') feet in width along the street [twenty-five (25') from either side of the centerline of the driveway].

All fences or walls located on Lots are to be maintained at the expense of the Owner of the Lot.

Notwithstanding the foregoing, the ARC Architectural Review Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular- area as formed by the extension street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right- of-way lines, or in the case of a rounded property corner, from the intersection of three and one half feet (3 1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Each Owner shall maintain all fencing placed on Owner's Lot in a neat appearance and in a usable condition, including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position.

Owners whose Lots are located on the boundaries of the Subdivision are permitted to install a privacy fence on the Subdivision boundary portion of their Lot. Such fence will need to be approved by the Architectural Review Committee ARC prior to installation. The ARC Architectural Review Committee will utilize Texas Property Code SECTION TEX. PROP. CODE § 202.023 when approving this fencing.

Owners are allowed to install fences across drainage easements provided such fences are installed and maintained in such a manner as to not interfere with the proper drainage within and across such easements. Openings of sufficient size to permit the free flow of water across such drainage easements must be provided for any such fences.

Section ~~131~~. Driveways. All driveways shall be constructed of a hard surfaced material, finish, and composition for the first 100 feet of driveway extending from the main road running in front of the Lot. ~~for the first 100 feet of driveway extending from the main road running in front of the Lots as expressly approved by the Committee.~~ These may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, and asphalt. Any additional surfaces designed for vehicular traffic or vehicular storage beyond one hundred feet (100') feet from the main road may be built with pervious materials as expressly approved by the ARC Committee. ~~Except with approval of the Committee, no circular driveway shall be more than twenty feet (20') in width.~~ All driveway entrances shall be at least twelve feet (12') in width, but not more than eighteen feet (18') in width. Driveway locations shall be only as approved by the Committee ARC. All other concrete or exterior hard composition surfaces shall be of a finish and color approved by the Committee ARC. Loose gravel driveways are prohibited. No more than one (1) curb cut approach per Lot shall be permitted without approval of the Committee ARC. Builders, ~~and~~ contractors and/or home Owners are required to clean streets immediately after aggregate finished driveways have been washed.

It is the responsibility of each Lot Owner to take into consideration the sizing of drain pipes in all bar ditches adjacent to the street to facilitate drainage after the transversion of the ditches with a driveway. It is recommended that a civil engineer be consulted as each Owner will be responsible for the repair and/or replacement of all damaged property which results from any improper drainage on such Owner's Lot. Culvert headwalls must be concreted on both sides of the driveway.

Section ~~142~~. Sewage Disposal Systems; ~~Water Wells Prohibited~~. Sanitary control easements are established on the Subdivision Plat and Owners shall comply therewith. Additionally, installation of all septic tanks and systems and other sewage disposal systems on the Lots shall be in accordance with the requirements of Comal County and its Regulations for On-Site Sewage Facilities and pursuant to all required inspections. The ARC Architectural Review Control Committee is authorized to make setback waivers and adjustments it deems necessary in connection with the authorized location of any sewage disposal system or equipment. Owners are advised that some Lots will require an authorized sewage disposal system other than a septic tank system, such as an aerobic treatment system, an evapotranspiration unit. or a pressure dosing system. All Owners are required to determine which sewage disposal systems may be used on their Lots.

No outside toilets shall be used, constructed or permitted, except for porta-potties used during construction. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the Subdivision, or onto or into any body of water located in the Subdivision. No means of sewerage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewerage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished. ~~The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewerage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Section 12 is not meant to prohibit any "gray water" systems which are approved by the Architectural Control Committee and all applicable governmental authorities.~~

The ACRC is not responsible for, and will not review or approve, the design or placement of any septic system. Each Owner must have his septic tank and system properly engineered and obtain review and approval from Comal County or other applicable authorities.

Water is supplied to the ~~subdivision~~Subdivision through a water service company licensed by the State of Texas. ~~A hook-up fee will be payable by a property owner for the initial hook-up to this system.~~

No new water wells are permitted within the Subdivision. Existing water wells may be utilized by a property owner for irrigation only, and any water tanks associated with existing water wells must be reviewed for approval by the ARC prior to installation. Color must be approved by the ARC and be harmonious with the dwelling. The water tank must not be visible from the street.

Section 153. Landscaping. All areas disturbed by construction activities shall be cleaned and vegetated with native materials at a minimum. ~~Decorative ground cover rock in the front and side yards may not exceed twenty (20%) percent of the total area of the front and side yards.~~ Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. ~~Allowances may be made for Areas not disturbed by construction activities may be left in a natural state, but must be kept free of dead plants, tree debris or any other fire hazards, depending upon their appearance.~~ All air conditioning units or other outdoor equipment shall be located where not in view of any street or fully screened by landscaping or fencing so as not to be in view of any street.

The ~~Committee~~ARC encourages the use of landscaping that requires minimal water use, such as xeriscaping and the use of rock and turf.

Section 164. Exterior Lighting. The City of Bulverde has a Dark Sky Ordinance (Section 3.09 of the City of Bulverde Code of Ordinances). its. All outdoor lighting shall be shielded so that the light source is not visible from any other portion of the Properties Lot or any streets, of any Lot until the same has been approved by the Committee. Athletic court lighting shall be utilized only for illumination of the surface of play and may only be used during play.

~~Section 15. Burglar and Fire Alarms. Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.~~

Section 176. Construction Period Sanitation. During the period of construction, it is the responsibility of each Owner to provide a dumpster for use by his or her contractor and a porta-potty for use by construction workers.

ARTICLE III. RESTRICTIONS ON USE

Section 1. Residential Only. The Properties shall be used only for the development of private single familySingle-Family residenceLiving Units, and Common Facilities serving the Owners and residents thereof.

Section 2. Permitted Use. All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single familySingle-Family residenceLiving Units, including an enclosed private garage for not less than two (2) automobiles ~~or as part of the Common Facilities~~; provided, however, that only one such private single familySingle-Family residenceLiving Unit may be constructed, or otherwise placed upon, any one Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, ~~(except a home office utilized for remote work)~~, commercial, industrial, apartment house, boarding house, Bed & Breakfast, hospital clinic, half-way house and/or professional uses, and such excluded uses are hereby expressly prohibited except an Owner or occupant of a Lot and Improvements thereon may conduct business activities on or within a Lot and the Improvements thereon so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent, or detectable by sight (e.g., signs or other insignia identifying or advertising the business, the visible storage of materials, visible equipment used in the operation of the business), sound, or smell from outside the home; (iv) the business activity does not involve

door-to-door solicitation of residents within the Properties; (v) the business does not, in the Board of Directors' judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Properties which is noticeably greater than that which is typical of a Home in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Properties as may be determined in the sole discretion of the Board of Directors; and, (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether: the provider receives a fee, compensation, or other form of consideration; the activity engaged in is full or part-time; the activity is intended to or does generate a profit; or, a license is required. ~~subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others.~~ This restriction shall not, however, prevent the inclusion of an accessory dwelling unit upon the Lot. ~~permanent living quarters for domestic servants or allow domestic servants to be domiciled with an Owner or resident.~~

Nothing in the Declaration shall prevent the collective rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes provided however, rental, leasing, sub-leasing or exchanging of a Lot and Improvements thereon or any part thereof, including but not limited to, swimming pools, for a period of less than one hundred eighty (180) days shall be considered a short-term rental or home exchange and shall be strictly prohibited. A short-term rental or home exchange includes, but is not limited to: a residence listed on, or rented or exchanged through, an online service or platform such as Airbnb, VRBO (Vacation rentals by owner), HomeAway, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, pit pad, crash pad or home exchanges. A temporary lease between a Seller and Buyer of a Lot and Improvements thereon shall be a permitted exception to the restriction. Any lease that contains a termination provision that allows the tenant and/or Owner to terminate with notice within the first one hundred eighty (180) days shall be considered a short-term lease and is prohibited.

All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, and all duly adopted rules, regulations, and policies of the Association. The lease shall also obligate and bind the tenant to comply with the foregoing Governing Documents. The Owner shall be responsible and held accountable for the tenant and the tenant's compliance with this Section. The Owner shall provide the Association contact information, including the name, mailing address, phone number and email address of each person who will reside at the property

in the Subdivision under a lease; the commencement date and term of the lease; and terms of any termination provision -within five (5) days of execution by the parties.

No "time-share plan" or any similar plan of fragmented or interval ownership of said ~~single-family~~Single-Family Living Unit shall be permitted.

Section 3. ____ Athletic Facilities. ~~Athletic Tennis~~ court lighting and fencing shall require the prior written approval of the Architectural ~~Review~~Control Committee and any Owner desiring to install the same shall submit design and site plans, landscaping plans, and lighting specifications. Landscaping and fencing requirements may be set by the ~~Committee~~ARC for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot closer than ~~eighty-five~~ feet (~~50-80~~') from the front property line or closer than forty feet (40') to the side property line. The ~~ARC~~ will have the right to regulate the appearance and placement of all sporting apparatus including basketball goals. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

Section 4. ____ Outbuilding and Exterior Modifications. Every Outbuilding must be approved in writing by the ARC prior to construction. ~~Every~~Outbuildings, inclusive of such structures as a storage building, pool house, or servants' quarters accessory dwelling unit, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the written approval of the ~~Committee~~ARC. Outbuildings with metal siding shall be allowed if the building is hidden by trees, located in the backyard, and not visible from the streetARC. The ~~Committee~~ARC shall contact adjacent lot owners for comments prior to ~~Committee~~the ARC approval only if the building will be visible to the adjacent lot owner.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the ~~Committee~~ARC for approval, unless the exterior modification is simply a repair or replacement utilizing the same or similar color and materials.

Section 5. ____ Swimming Pools Any swimming pool constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool which, at a minimum, satisfies the ~~City~~city of ~~San Antonio's~~Bulverde's Code of Ordinances and all other applicable governmental requirements. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

All plans for swimming pools, and all related fencing and construction, must be submitted to the ~~ARC~~ for review and approval prior to the start of construction. When swimming pool construction accompanies the initial construction of a ~~residence~~Living Unit, such plans (including site plans) shall accompany the submission of plans for the ~~residence~~Living Unit and shall be subject to the specifications set forth in the Texas Property Code and the Windmill Ranch HOA Swimming Pool Policy as filed with Comal County.-

Above ground pools are not permitted. Kiddie pools (defined as portable pools with side height less than 2' tall) are permitted provided they are behind the house and out of view of the street.

Section 6. Radio and TV Antennae and Television Dishes. No radio or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit and those attached to a ~~residence~~Living Unit shall not extend more than eight feet above the highest part of the roof of that dwelling and shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10') feet to the front wall line of the respective dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Satellite or cable television dishes of eighteen inch (18") or smaller diameter are permitted if maintained where not visible from the street. Notwithstanding the preceding, the Association shall comply with the Telecommunications Act of 1996. This Section shall be interpreted to be as restrictive as possible while not violating the Act. Variances may be requested through the ARC.

Section 7. Solar Panels and Systems. No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the ~~Committee~~ARC, which shall utilize TEX. AS PROP. ERTY CODE § 202.010 when making their decision as to the acceptability of a proposed system. ~~have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or other Lots.~~

Section 8. Signage. ~~No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted herein or by the Architectural Control Committee. Each model home may be advertised by one front yard sign not larger than four feet by eight feet (4' x 8'), which shall have been approved in advance by the Committee as to color and design. The Committee shall establish standardized sign criteria which permits the displaying of one sign per lot uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an improved Lot (as later defined herein) is for sale or lease. The Committee specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots (as later defined herein) and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, or foreclosure. Signs used~~

~~by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the Committee. In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election, and that the ACC shall have the right to regulate the number and size and type of political signs on Lots. All other signage is prohibited such as but not limited to, subcontractors, lenders, real estate companies, etc. All signs within the Properties shall be subject to the prior written approval of the ACC. All signs within the Properties are subject to the following stipulations:~~

~~(1) Signs promoting businesses are not allowed in the neighborhood. pursuant to the DCCR's. No exceptions.~~

~~(2) Real Estate Signs will be allowed subject to ARC Approval prior to installation. An ARC request form must be filed with the ARC Director providing details and specification of the proposed signage. Forms can be found on the windmill-ranch.org website~~

~~(3) Security Signs do not require ARC approval. Limit of one per home to be located in close proximity to the front of the house.~~

~~(4) Signs celebrating academic or athletic achievement or FFA participation for students are allowed in the subdivisionSubdivision without prior ARC approval subject to the following stipulations:~~

- ~~• They are located in close proximity to the house.~~
- ~~• Each sign shall be no larger than 18" x 24", or a maximum of three (3) square feet.~~
- ~~• They are visible only during the school year (per the Comal ISD school calendar).~~

~~(5) Political signs will be allowed in the subdivisionSubdivision without prior ARC approval subject to the following stipulations:~~

- ~~• Each sign shall be no larger than 18" x 24", or a maximum of three (3) square feet.~~
- ~~• Up to a maximum of eight (8) signs per lot.~~
- ~~• Each lot is limited to one (1) sign per candidate or proposition.~~
- ~~• Sign(s) must be a minimum of twenty (20) feet from the road.~~
- ~~• Sign(s) must be ground or fence mounted.~~
- ~~• Sign(s) may not be placed more than ninety (90) days prior to Election Day and must be removed no later than ten (10) days after Election Day.~~

All other political signs or any deviation from the above stipulations must be submitted to the ARC for approval prior to installation. Forms can be found on the windmill-ranch.org website. The HOA will follow Texas State Law – Title 15, Chapter 259 when approving requests.

The Windmill Ranch HOA is the owner of nineteen (19) feet on either side of the street, and ten (10) feet on the side of the cul-de-sacs. All signs placed on HOA property can be removed without notice to the adjacent property owners.

Section 9. Temporary Structures and Facilities. Except as expressly provided herein, no structure of a temporary character (~~sales structure~~, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere, ~~may be placed or maintained on any Lot, nor any~~ modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot, ~~without the approval of All structures of a temporary character must be approved by the~~ ARC Architectural Review Control Committee.

~~Notwithstanding the foregoing provisions, Declarant reserves unto itself and its assigns in writing the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Each Builder Member may not, however, utilize more than one mobile trailer or similar vehicle as such a temporary facility, may use such as a sales or construction office only in support of sales and construction activities within the subdivision, and each such mobile trailer or similar vehicle shall be parked within a Lot owned by such Builder Member, the location of which shall have been approved in advance by Declarant. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities other than mobile trailers or similar vehicles as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties.~~

Section 10. Maintenance of LotsYards, Irrigation Systems, Etc. The Owners of all Lots shall keep grass and vegetation ~~well~~ mowed and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lots or portions of lots may be left in natural or native condition, but once a lot has been landscaped the Owner is responsible to maintain the lot condition and appearance as set forth herein. Lots left in a native condition must still maintain the Lot by removing debris and minimizing fire hazards.

~~Lawns, front and back, must be mowed at regular intervals, and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is visible to the public view maintained. At Owner's expenses, the Owner's Lot must be kept clean and free of debris for all areas subject to public and adjacent property view.~~ Building materials shall not be stored on any Lot except when being ~~employed~~used in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets ~~or adjacent to parks, playgrounds or other facilities~~ where the rear yard or portion of the Lot is visible to public view from a street or Common Areas shall construct and maintain an inner fence or other improvements to adequately screen from view of streets and Common Areas any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incidental al 'to the normal residential requirements of a typical family. ~~Trash, garbage or other waste materials shall be kept in a clean and sanitary condition.~~ Any inner fence (screen) shall be subject to the approval of the ARC Architectural Review Committee and such approval shall be required prior to installation.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mail, ~~Declarant, or~~ the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish and do any other thing necessary to ensure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Until a Living Unit is built on a Lot, the ~~Declarant~~ Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. ~~Declarant~~ The Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse ~~Declarant~~ the Association for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien on the Lot against which sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Each Owner shall provide and maintain safe and adequate drainage within and across Owner's Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, backs up, or prevents the drainage and flow of surface water on, over, or across such Lot.

Each Owner shall be responsible for the maintenance of the Lot upon closing and shall keep the Lot free of unusable building materials, debris, and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. Each ~~Owner~~ shall require Owner's contractor to provide a dumpster for construction debris during construction. It is the goal of ~~the Declarant and~~ the Association to cause the Subdivision to be maintained in a clean and respectable manner. If Owner ~~reasonably~~ violates this objective, ~~it is Declarant's and/or the Association's option to initiate the cleanup or place facilities on the Lot necessary to maintain the referenced goal at the sole cost and expense of Owner, payable on demand, and secured by a lien on the Lot shall utilize the procedure set forth in Article XII, Restrictions Process and Enforcement.~~

All Owners are advised to secure from ~~governmental agencies the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere,~~ information on oak wilt and other diseases which may affect their trees and may spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on Owner's Lot to ensure that oak wilt and other diseases are not spread to the trees of other Owners, including, but not limited to, the destruction of infected oaks, trenching to stop the spread through connecting roots, and spraying uninfected oaks with fungicide.~~Th. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner should:~~

A. ~~Destroy all infected oaks.~~

B. ~~Avoid unneeded pruning of trees, especially during the period February 1 June 1, and immediately apply dressing to all wounds on oaks.~~

C. ~~Where oak wilt is detected, trench three feet deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots.~~

D. ~~Avoid infected oak firewood. As a precaution, Owners should not keep any oak firewood for more than one heating season and should cut firewood only in the summer.~~

E. ~~Use fungicide propiconazole to treat uninfected oaks when such Owner becomes aware of oak wilt nearby.~~

The foregoing information regarding oak wilt is provided to alert Owners, and the Association shall not be liable to any Owner in connection with the existence of spread of oak wilt on any Lot.

Section 11. ~~Front Yards. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation except for such driveways and sidewalks as have been approved by the Architectural Control Committee. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines. Irrigation and Composting. Composting is permitted pursuant to TEX. AS PROP. ERTY CODE § 202.007, provided all composting is done in an area where it is not visible from the street, and no odor can be detected by neighbors. In addition, Irrigation Systems are allowed pursuant to TEX. PROP. CODE § Texas Property Code 202.007. However, they may not be visible from the street, and must be approved by the ARC~~Architectural Review Committee prior to installation.

Section 12. ~~Mail Boxes~~Mailboxes. No mail boxes ~~or similar receptacles~~ shall be erected and maintained on a Lot, without the prior written approval of the ~~Committee~~ARC, which shall be granted in the event approval has been given to the homeowner by the United States Postal Service. Individual ~~mail boxes~~mailboxes, if constructed, shall be in conformity and harmony with the architectural design of the main ~~residence~~Living Unit structure~~building~~.

Package Delivery Boxes are allowed to be placed on the Lot, provided they are not located on the Common Facilities and shall be in conformity and harmony with the architectural design of the main Living Unit structure~~residence building~~. All package delivery boxes are subject to approval by the ARC prior to installation.

Section 13. Animals. ~~-Dogs, cats and other generally accepted household pets are allowed. No animals, livestock~~Bovines, swine, ~~poultry~~roosters, and/or exotic or dangerous pets of any type (as defined by the City of Bulverde Code of Ordinances Sections 2.02.002 and 2.02.004) (i.e. pit bulls, boa constrictors, ferrets. etc.) that may pose a safety or health threat to the community shall not be raised, bred or kept on any Lot. Animals shall not be ~~except for: (a) cats, dogs, or other generally recognized household pets, including Vietnamese pot belly pigs, of a reasonable number provided that they are not kept, or maintained for any commercial purposes. (b) horses~~ Horses, which, goats, sheep and rabbits may be kept on a Lot if ~~it is 2.0 acres or more in size and approval of the ARC has been obtained.;~~ and (c) an animal raised as part of a project for school, FFA, 4 H or a similar organization provided that the written approval of the ~~ACC shall first be obtained.~~ No more than a total of five (5) adult animals of any kind per acre of a Lot may be kept on a Lot, except in the case of ~~livestock, or swine where~~horses where the limit is one adult animal per acre. All animals are required to have appropriate shelter not visible from the street, and their areas must be kept clean and in a sanitary condition, and in such manner and location so as not to become a nuisance or health or safety hazard to its neighbors or general public. No odors from

~~any animals are to be if odors from swine are~~ noticeable from another property, and if so, it is a per se violation of Section 26 below. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year of age or older.

All animals shall be kept in strict accordance with all applicable local laws and ordinances (City of Bulverde Code of Ordinances Section 2.02), ~~(including leash laws)~~, and in accordance with all rules established by the Association. In any event, every animal must be kept within the confines of the Lot or its Owner and no animal shall be allowed to run at large within the Subdivision. ~~Notwithstanding any other provision hereof, no animal may be kept on a Lot which is offensive to the reasonable sensibilities of other Lot owners by virtue of appearance, odor or noise.~~ Each Owner agrees that he shall be financially responsible for all harm or damage done to others, or to the property of others, including that of the Association, by any animal maintained on Owner's Lot.

Section 14. Utility Easements. Easements for installation and maintenance of utilities, cable television, and drainage facilities have been reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility or private company is responsible. Neither ~~Declarant~~, the ARC Committee, the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, or employees, ~~or servants~~ to shrubbery, grass, streets, flowers, trees, landscape or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, ~~rules~~ or regulations, or by the Association, or by custom and practice of such utility company.

Section 15. Drainage Easements. Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the ~~ARC Architectural Review Control Committee~~; or

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the ~~ARC or the Association Architectural Review Control Committee and/or Declarant~~, and ~~the ARC such Committee and/or Declarant and/or Association-~~ shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Declaration shall in no way affect any other recorded easement in the Subdivision.

Section 16. Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any easement which may traverse any portion of said Lot or Lots, including, without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

Section 17. Caves and Sinkholes. Natural caves and sinkholes may occur on some of the Lots in the Subdivision. Each prospective Lot Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes which may be located thereon.

Section 18. Aircraft. No portion of the Subdivision may be used for the storage, flying, takeoff, or landing of any aircraft, ~~including, without, limitation, helicopters and gliders~~, except for medical emergencies.

Section 19. Outside Parking and Storage of Vehicles, ~~Equipment and Machinery etc.~~ No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained in any portion of the front yard in the front of the building line of the permanent structure and shall be parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from any Subdivision street, the Common

Facilities, or an adjacent Lot. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street. ~~No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.~~ No camper, boat, trailer, equipment, commercial vehicle or machinery shall be parked in front of any residenceLiving Unit for a period ~~in excess of~~exceeding twenty-four seventy-two (7224) consecutive hours. ~~If longer than seventy-two (72) hours is needed, approval is required from the Board of Directors.~~ARC. The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only. No vehicles, trailers, implements or apparatus may be driven ~~or parked on this any easement or within Common Areas except for lawn mowing equipment while in use.~~are the Lot, and parking within this area is limited to no more than twenty-four (24) hours. If longer than twenty-four (24) hours is required, a request must be made to the Board of Directors and approved in writing.

Section 20. Lot Subdivision and Consolidation. No Lot may be subdivided except with the written consent of ~~the Association~~Declarant. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the ARC~~Architectural Review Control Committee~~ consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residenceLiving Unit and such other improvements as are permitted herein. ~~Such permission does not alleviate the responsibility of Owner to receive approval from Comal County for the replat. In addition, Owner may, subject to approval from the ARC, build outbuilding s on the adjacent Lot subject to TEX. PROP. CODE §209.015. All conditions of TEX. PROP. CODE §209.015 must be adhered to prior to any sale of the adjacent Lot.~~

Section 21. Accumulation of Trash and Rubbish. Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, and/or manure, ~~putrescible matter or debris of any kind~~ shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and shall not be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residenceLiving Unit and beside a street for removal but shall be removed from view ~~by the end of the~~before the following day. All said

containers stored outside shall be kept in an area of the Lot adequately screened by planting or fencing.

Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of improvements thereon provided that the same shall not be stored or kept within any drainage easement area.

Burning of trash, refuse, garbage, rubbish or similar material is strictly prohibited. The burning of brush shall be in accordance with the restrictions imposed by Comal County~~require the approval of the governing fire department.~~

Section 22. Required Restoration. In the event of fire or other casualty causing damage to improvements on a Lot, the Owner of the Lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such removal of debris and repair, restoration or replacement shall be commenced within thirty (30) days of the casualty and shall be completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures, except with the written consent of the ARC Architectural Review Control Committee. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same diligently to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or cleanup, and such Owner shall be personally liable to the Association for the cost of such work and the Lot shall be subject to the lien of the Association for such costs; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or cleanup, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed.

Section 23. Hazardous Storage and Activities. Except with the express written approval of the ARC Architectural Review Control Committee, no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (a) portable, small sized tanks used solely to fuel barbecue units or portable tools, (b) fuel tanks installed in vehicles, boats or equipment, or (c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. No open fires shall be permitted on any Lot except those within a safe, well-designed ~~interior~~ fireplace or those within a contained barbecue unit which is attended while in use for cooking purposes only.

Section 24. Firearms, Fireworks, Projectiles, and Weapons. The unlawful discharge of any firearm, ~~guns,~~ or the use of fireworks within the Subdivision ~~or on adjacent lands owned in whole~~

~~or in part by Declarant~~ is strictly prohibited and each Owner shall ensure that Owner's family members, guests, tenants or occupants and family members do not violate such prohibition. Additionally, there is prohibited the use of any BB gun, bow and arrow, slingshot, or other launching or catapulting devices except strictly within the confines of a Lot and not involving the hunting or killing of any animal.

Section 25. No Oil Development. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties.

Section 26. No Nuisances. ~~No~~ noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or that unreasonably interferes with the enjoyment of life or property for another Owner in the community. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is trespassing onto an adjoining Lot (see Article II, Section 16.) ~~offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC.)~~ No horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

All matters set forth in this Section requiring approval shall be deemed to require the express written approval, in advance, of the ACC.

ARTICLE IV. SUBDIVISION PLAT AND CERTAIN EASEMENTS AND USE

Section 14. Subdivision Plat. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

Section 2. Certain Other Easements. There is hereby created in favor of the easement owners, ~~Declarant~~, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to correct or remove any condition prohibited to be maintained under the terms hereof. Notice shall be given to the Homeowner not less than twenty-four (24) hours in advance, unless access is necessary due to emergency circumstances.

Section 3. Washes and Drainage Easements. Natural drainageways occur throughout the Properties. These are important recharge features for the Glen Rose or Trinity aquifers and should not be significantly obstructed. Bridging over by drives or the placement of building improvements alongside or above natural drainage ways are appropriate and can be desirable, as long as they comply with the approved limitations set forth herein and all applicable governmental regulations. Building improvements, however, must be designed so as not to be situated within storm flows. Some drainage easements have been established which encompass washes with projected 100-year storm flows of greater than 50 cubic feet per second. These easements are areas of special consideration due to the potential for water flows of a high volume, and must remain unaltered and unobstructed except as may be approved by the ARC Architectural Control Review Committee. In such cases, a drainage analysis prepared by a Texas licensed civil engineer, ensuring the safety and feasibility of the design, may also be required by the ARC Architectural Control Review Committee.

In general, the surface drainage across a Lot must enter and leave the Lot in the same locations as before construction activities or construction of improvements.

Section 4. Use of Easements and Damages. Neither the ~~Declarant nor the ARC Architectural Review Control Committee, the Association, directors, officers, committee members of the ARC or Association volunteers nor any member of the Committee~~ shall be liable for any damage done by any utility company or its assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the ~~Declarant Association~~ or the Committee ARC shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

ARTICLE V. GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to ~~his~~their~~Owner's~~ Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the ~~Declarant, Committee~~ARC, or Association shall act to relieve an Owner from such duty of compliance.

Section 2. Additional Obligations of Owners. ~~(inclusive of Builders and Contractors). By acceptance of a deed to a Lot from Declarant, or B~~By initiating construction of a Living Unit or any other improvements on a Lot, each Owner ~~(inclusive of a Builder Member or any other builders or contractors)~~ assumes the full and complete duty, obligation and responsibility of causing compliance with all applicable certifications, permitting, reporting, construction, rulings, determinations and procedures required under all applicable governmental rules, regulations, and permits governing the improvement of the Lot, ~~including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and those promulgated or issued by the Texas Natural Resources Conservation Commission (TNRCC), related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the sole purpose of expressly advising and disclosing to each Owner (inclusive of all builders and contractors) the need to follow such directives and do not in any way diminish or limit the requirements of this covenant that all Owners (inclusive of all builders and contractors) comply with all governmental regulations and any plan resulting from or required by such regulations (such as a Storm Water Pollution Plan) directly affecting each Lot.~~ Each Owner (inclusive of all builders and contractors), ~~by acceptance of a deed from Declarant to a Lot or~~ by undertaking any improvements to a Lot, shall be deemed to have agreed to hold the Association~~Declarant~~ harmless and indemnify the Association~~Declarant~~ from and against any and all cost, loss, or damage occasioned by the failure by such Owner (inclusive of all builders and contractors) to abide by any applicable governmental statute, rule, regulation or permit related to the Lot.

Section 3. Remedies of ~~Declarant and~~ the Association. By acceptance of a deed to a Lot, each ~~Builder Member and~~ Owner agrees that ~~Declarant and/or~~ the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner ~~or Builder Member~~ has been given five (5) days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner ~~and Builder Member indemnifies Declarant and~~ indemnifies the Association and holds harmless ~~Declarant and~~ the Association from and against all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act

or failure to act of the Owner ~~or Builder Member~~ with respect to Owner's Lot or the Properties. In the event of an emergency situation where the Owner is non-responsive and delay would cause extensive damage to adjacent lots, the Association reserves the right to cure such violation with no official written notice. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE VI.

PROPERTY SUBJECT TO THIS DECLARATION: ~~ADDITIONS OR MODIFICATIONS THERETO~~

~~Section 1. Existing Property.~~ The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is all of the realty (i.e. Lots and Common Facilities) covered by the Subdivision Plat, which real property is sometimes referred to herein as the "Existing Property". The Existing Property is part of the area that was described in that one certain Declaration of Covenants, Conditions and Restrictions of Windmill Ranch Subdivision, Unit 1-51, recorded Book 12, Pages 321-324, and Book 13, Pages 31-39 and 106-107 of the Records of Deed and Plats of Comal County, Texas (the "Original Declaration"). ~~under the terms of which Declarant reserved the right to annex additional lands and subject same to the jurisdiction of the Association.~~

~~Section 2. Additions to Existing Property.~~ Additional lands may become subject to the Original Declaration in the manner set forth therein or to this Declaration in the following manners:

~~{a) Additions without Association Approval.~~ Either Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within twenty (20) years from the date of this instrument; provided that such additions lie within the area depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Master Plan"). Declarant, its successors and assigns, shall not be bound to make any additions to the Existing Property or to follow any particular type of development which may be reflected on the Master Plan. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to such additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property.

~~(b) — Other Additions. The owner of any property not described above who desires to add it to the scheme of the Original Declaration or this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefore to the Association together with the following:~~

~~(1) — The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;~~

~~(2) — the proponent shall describe the nature and extent of Common Facilities to be located on the proposed property and fully describe any mortgage debt related to the Common Facilities or other debt which he seeks the Association to assume;~~

~~(3) — the proponent shall state that the proposed additions if made will be subjected to the general scheme of this Declaration and all Association assessments.~~

~~Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two thirds (2/3) approval of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.~~

ARTICLE VII

ARCHITECTURAL ~~CONTROL REVIEW~~ COMMITTEE

Section 1. Composition and Rules of Operation.~~Creation and Initial Composition. There is hereby created an Architectural Control Committee, initially composed of Tom Taylor, Nick Mcfadin, III, and Dick Dickenson to serve until their successors are named. The Architectural Review Committee shall consist of not less than three (3) nor more than five (5) members appointed by the Board.~~ A majority of Committee-ARC may act for the Committee-ARC and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, ~~Declarant~~ The Board of Directors shall have the right to remove or add members to the Committee ARC with or without cause and fill vacancies in the committee-ARC membership pursuant to the procedure set forth in the TEX. PROP. CODE § 209.00507.~~and Declarant may assign such rights to the Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Association of Declarant's powers with respect to ACC~~

~~membership. Committee~~ ARC members shall not be entitled to compensation for their services rendered in such capacity.

Section 2. Required Submission of Plans. No building, fence, wall, landscaping, recreational facilities, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired (unless performing a repair utilizing the same materials and colors) on any Lot in the Subdivision until the complete plans including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ~~ARC~~ for the performance of its function ("Required Plans"), are submitted and approved in writing by the ~~ARC Architectural Review Control Committee~~ as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. The ~~Architectural Control Review Committee~~ ARC shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications upon approval from the Board.

Section 3. Submittal Requirements. The content of the Required Plans submittal to the ~~ARC Architectural Control Review Committee~~ shall be determined by the ~~Committee~~ ARC from time to time as set forth in the WMR Architectural Design Guidelines (ADG), ADG and the Application for Architectural Review Committee (ARC) Approval form, which can be found on the Windmill Ranch HOA website. ~~but Owners are advised that current procedures require the following minimum submittal:~~

~~Building Submittal:~~

- ~~A. Completed submittal form;~~
- ~~B. Two complete site plans showing:~~
 - ~~(1) House;~~
 - ~~(2) Flatwork;~~
 - ~~(3) Setbacks;~~
 - ~~(4) Easements;~~
 - ~~(5) Fencing (if known);~~
 - ~~(6) Swimming pool and related improvements (if any);~~
 - ~~(7) Adjacent greenbelts and drainage;~~
 - ~~(8) Proposed Lot grading and drainage;~~
- ~~C. Two sets of plans depicting room size and layout and exterior elevations; and~~
- ~~D. Building specifications, materials list and exterior colors.~~

~~Fencing Plan:~~

~~Two site plans showing fence location with clear labeling of all fence materials.~~

~~Landscape Plans:~~

~~A. Two sets of Plans; and~~

~~B. List of all plants to be used and clear identification of locations.~~

~~All Other Exterior Modifications:~~

~~Two site plans showing item location in reference to property lines and other structures with clear labeling of materials.~~

Section 4. ____ Procedure. Within five (5) business days of receipt of the the completed ADG with associated documentation as set forth in the Application for Architectural Review Committee (ARC) Approval Form, the ARC Chairperson~~Member~~ shall respond to acknowledge receipt and detail any incomplete specifications or inadequacies. Within thirty (30) days after the ~~Committee~~ ARC has received all of the Required Plans and written notice that the Owner desires to obtain ~~Committee-ARC~~ ARC approval, the ~~Committee-ARC~~ ARC shall notify Owner in writing whether the Required Plans are approved or disapproved. This disapproval must describe the basis for the denial, and changes, if any, to the application or improvements required as a condition of approval. This notice shall also inform the Owner of the procedure to appeal the decision to the Board as set forth in TEX. AS PROP. ERTY CODE Section§ 209.00505. ~~If plans and specifications are not sufficiently complete or are otherwise inadequate, I~~ the ARC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the Required Plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the Required Plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the Required Plans actually submitted nor to any matter requiring a written variance.

All matters requiring approval of the ~~ARC Architectural Review Control Committee~~ ARC whether or not specifically addressed hereinabove or hereinbelow shall require that such approval be in writing, and sent via regular mail and/or email, ~~and, with respect to all such matters requiring such approval, in the event the Committee fails to approve or disapprove any of such matters within thirty (30) days after proper written submission thereof to the Committee, approval will not be required, and the requirement that such approval be obtained shall be deemed to have been fully complied with.~~

Section 5. ____ Powers. The ~~Committee-ARC~~ ARC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the ~~Committee-ARC~~ ARC is to encourage the construction of dwellings of good architectural

design, quality and proper size compatible with the Association's~~Declarant's~~ conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the ~~sole~~reasonable judgement of the ~~Committee~~ARC, ~~create an attractive and harmonious blend with blends h existingwith existing~~ and proposed dwellings in the immediate area and the natural surroundings. The ~~Committee~~ARC may disapprove the construction or design of a home on purely aesthetic grounds where, in its reasonable ~~sole~~ judgement, such disapproval is required to protect the continuity of designed values of the neighborhood and of other Owners or to preserve the serenity and natural beauty of any surroundings. Members of said ~~Committee~~ARC and their representatives shall not be liable to any person, subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The ARC~~Committee~~'s evaluation of Required Plans is ~~solely~~ to determine compliance with the terms of this Declaration and the aesthetics or the proposed improvements and the ARC~~Committee~~ disclaims any responsibility to determine compliance with any applicable building code or other standard for construction. Neither the ARC, the Board, nor any member of the ARC or the Board shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgement, negligence or nonfeasance in connection with the approval or disapproval of plans or requests for a variance. The ARC is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.

Section 6. Variances. ~~The~~ARC Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners.

Upon submission of a written request for same, the ~~ARC~~ARC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install a Living Unit or improvements upon a Lot dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the ~~dwelling~~Living Unit or improvements with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. The ARC shall have thirty (30) days to review such request for a variance. Approvals of a variance shall be sent in writing via regular mail and electronic delivery. Any denials of requests for a variance shall be in writing, and shall be sent via certified mail, hand delivery or electronic delivery. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission

~~of such request.~~ No member of the ~~Committee~~ ARC shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to an Owner. No individual member of the ARC ~~ACC~~ shall have any personal liability to any Owner or any other person for the acts or omissions of the ARC ~~ACC~~ if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar request and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. ~~The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.~~

Section 7. Appeal of ARC Decisions ~~Final~~. All decisions of the ~~Committee~~ ARC may be appealed to the Board pursuant to TEX. PROP. CODE § 209.00505. ~~shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious.~~ All appeals must be in writing, and should be sent by mail and email to the Board. The Board shall schedule a hearing within thirty (30) days after the request has been received, and must provide a minimum of ten (10) days' notice before the date of the hearing. Such notice shall include the date, location and time of the scheduled hearing. Either party can request a postponement of the hearing, but the new date must occur within ten (10) days of the original scheduled date unless both the Board and the Owner agree to extend the time period. The Board shall have ten (10) days after the hearing to inform Owner of the decision. Such decision shall be sent in writing by mail and email (if an email address has been provided).

Section 8. Unapproved or Threatened Construction of Improvements. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner or the Association, ~~Declarant or the Committee~~ may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. In addition, Owner shall be liable for any and all costs, including attorney's fees and court costs, incurred by the Association to remedy the unapproved improvement(s). ~~Neither the Declarant, the ARC Architectural Control Committee, nor any member of such Committee or the Board shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgement, negligence or nonfeasance in connection with the approval or disapproval of plans or requests for a variance. The ACC is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.~~

Section ~~98.~~ Continued Existence and Turnover to Association. The ~~ARC~~Architectural Control Review Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. ~~Upon completion of construction of the last residence in the Properties, or such prior time as Declarant may elect in writing, the Association, acting through its Board of Directors, shall succeed to the powers of Declarant with respect to the Committee and shall thereafter have the right and obligation to appoint the members of the Committee.~~

~~At such time when the Architectural Control Committee is turned over to the Association, the process shall be as follows:~~

- ~~1. Three (3) or more Association members shall be named by legal name and legal address.~~
- ~~2. The Committee ARC shall be under the jurisdiction of the Board of Directors and shall function as any other committee that may be formed by the Board.~~
- ~~3. The Committee ARC shall receive its orders from the Board and shall follow the guidelines in reponing to the Board as deemed necessary by the Board.~~
- ~~4. By order and majority of the Board, any member on the Architectural Control Committee ARC as set up in the above appointment guidelines may be removed, and a replacement named by the Board, from the Architectural Control Committee at any time as deemed necessary.~~

ARTICLE VIII.

MEMBERSHIP IN THE ASSOCIATION ~~AND CLASSES OF MEMBERS~~

Every person or entity who is a record Owner of a fee or undivided interest in any Lot (as shown in Comal County's records) which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a Member.

~~The Association shall have two classes of voting membership:~~

~~Class A. Class A Members shall be all those Owners as defined in Article I with the exception of the Declarant and Builder Members. Class A~~ Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person holds such interest of interests in any Lot, all such persons shall be Members, and the vote

for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

~~Class B Members shall be the Declarant and Builder Members. Class B Members shall be entitled to five votes for each Lot in which they hold the interest required by this Article, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier: When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~(b) On January 1, 2015.~~

~~From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Lot in which they hold the interest required for membership under this Article.~~

ARTICLE IX. PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. ____ Members' Easements of Enjoyment. Subject to the provisions of Sections 3 and 4 of this Article IX., every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. ____ Title to Common Facilities. ~~The Declarant may retain the legal title to any Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns that it will convey the Common Facilities to the Association, not later than two years after the filing of record of this Declaration.~~ The Association has legal title to all Common Facilities.

Section 3. ____ Extent of Members ' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in this Declaration.

(b) The rights of the Association, ~~once it has obtained legal title to the Common Facilities, as provided in Article IX, Section 2, above,~~ to do the following:

- (1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association, which shall include the calling of a Special Meeting to discuss and receive approval from at least fifty-one percent (51%) of all Lots within the ~~subdivision~~Subdivision , wherein each Lot has one (1) vote;
- (2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure; and
- (3) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities.

Section 4. Entry Gate, Streets and Security. Streets within the Subdivision shall be private and shall be owned and maintained by the Association. Access to the Subdivision will be via a controlled entry gate. Except as herein provided, the Association may make rules governing access to the Subdivision and the use (including parking) of Subdivision streets.

~~Absent Declarant's written consent to the contrary, the Subdivision entry gate, when constructed, shall be kept open to the public during daylight hours (or from 6:30 a.m. to 7:00 p.m., whichever is longer) until three months following the conveyance of the last Lot owned by Declarant within the Subdivision and future phases of development annexed to the jurisdiction of the Association. This right of entry is to ensure access to Lots by prospective new home purchasers and builders to complete construction of homes.~~

~~Security may be provided by the Association, from time to time; however, the Association is not now a provider of security, and T~~ the Owners must provide their own security for their home and property.

ARTICLE X. ASSESSMENTS AND ASSOCIATION LIENS

Section 1. Creation of Lien and Personal Obligation of Assessments. ~~The Declarant, for each~~All Owners of a Lot or any portion thereof owned ~~by it~~ within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements or extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments,

together with such interest thereon and costs of collection, including reasonable attorney's fees, thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting recreation, health, safety and welfare of the Members, preserving or enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the Common Facilities ~~Properties and~~ services ~~and facilities~~ devoted to this purpose and related to the use and enjoyment of the ~~Properties~~ Common Facilities by the Members.

Section 3. Basis and Maximum of Annual Assessments. The annual assessments for ~~both Improved and Unimproved~~ all Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, ~~but the annual assessment for Unimproved Lots shall not exceed twenty five percent (25%) of the annual assessment for Improved Lots. A Lot shall be deemed to be an "Improved Lot" when construction of a Living Unit thereon is completed, and a closing of a sale thereof has taken place, when a Living Unit on the Lot has been occupied as a residence, or twenty four (24) months after the closing of the sale thereof by Declarant, whichever first occurs. All other Lots shall be "Unimproved Lots".~~ The maximum annual assessment for all Lots shall be subject to increase as provided in Article X., Section 5 hereof.

Section 4. Special Assessments. In addition to the annual assessments provided for in Article X. Section 3, the Association may levy, in any assessment year, a Special Assessment ~~on Improved Lots only~~, 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 on or which is a part of the Common Facilities, or to finance or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of a quorum of each of the ~~Improved~~ Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of which shall be sent to all ~~Improved~~ Lot Owners at least 30 days in advance, and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. ~~For all annual assessments accruing after January 1 of the year following conveyance of the first Lot by Declarant, the~~ maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent

(10%) above that of the previous year shall require approval of two-thirds (2/3) vote of a quorum ~~of each class~~ of Members voting at a meeting duly called for that purpose.

Section 6. ____ Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action by Members authorized by Article X., Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Article X., Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of ~~all the~~ all outstanding votes ~~of each class of membership~~ shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirements set forth in Article X., Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. ____ Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall be due on January 1 of each year ~~of each year, commence as to all Lots on the first day of the month following conveyance of the first Lot by Declarant, or such later date as the Board may determine. The first annual assessments shall be made for the balance of the calendar year, shall be prorated for such partial year, and shall be due and payable, and shall be collected, quarterly in advance, unless the Board of Directors shall determine otherwise. When a Lot becomes an Improved Lot after the annual assessment for it as an Unimproved Lot has been paid, there shall be payable as of the first day of the month following the month when it becomes an improved Lot, a sum equal to the difference between the annual assessments for Unimproved Lots and the annual assessment for Improved Lots prorated over the balance of the year then remaining.~~ The due date of any special assessment under Article X., Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. ____ Duties of the Board of Directors. ~~By~~ in November ~~December~~ of each year, the Board ~~of Directors~~ of the Association shall ~~fix~~ determine the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Association, shall be conclusive evidence of payment of any assessment herein stated to have been paid. The Association may charge a reasonable fee for issuing such a certificate up to the maximum allowed by the State of Texas.

Section 9. Effect of Non-Payment of Assessments: The Lien: Remedies of the Association. If any assessment or other sum due the Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection, including reasonable attorney's fees, thereof provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, and Owner's heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ~~ten~~ twelve percent (~~120~~%) per annum, along with any late fees or charges set forth by the Board in the Late Fee Policy as filed with Comal County. ~~and~~ ~~¶~~ The Association may bring an action at law against the Owner to pay the same or to foreclose the lien created herein with power of sale against the Property by use of the procedures for Expedited Foreclosure as permitted by TEX. PROP. CODE § 209.0092 and shall give all required notices of the foreclosure sale as provided by TEX. PROP. CODE § 209.0092 and § 51.002 et seq. then in effect or any successor statute thereto, with power of sale against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE XI. AMENDMENT

~~This Declaration may be amended until January 1, 2020, by written instrument executed by the Owners of ninety percent (90%) or more of the residential Lots subject to the jurisdiction of the Association, upon recording of such written instrument in the Real Property Records of Comal County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2020, ¶ this Declaration may be amended in like manner by sixty seven ~~ninety~~ percent (~~67~~90%) of the Owners of all ~~residential~~ Lots subject to the jurisdiction of the Association. ~~but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or~~~~

any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

ARTICLE XII.

RESTRICTIONS PROCESS AND ENFORCEMENT

A tradeoff of the benefits of our “rural” living environment is that some of our habits and behavior may affect others. By agreeing to a body of rules, we can minimize problems. But more importantly, we must all exercise tolerance and consideration for our neighbors. If you ever feel you need relief from something your neighbor does, please approach and discuss it with him or her. Usually, you will find your neighbor very cooperative. And if you are the one approached, please be as cooperative as you can. These DCCR's This Declaration outlines the powers of the Association to enforce rules compliance. If you feel you have been more than tolerant, contact the Board.

Section 1. Process. The process below provides written notice of such alleged violation to Owner, and shall afford the Owner a hearing if requested. The Owner may request a hearing to review the validity of complaint by sending an email or letter to the Board President at any time within the process up to 30 days of final notice after statutory notice is sent to Owner. The Board will schedule a hearing with the Owner. If, after the hearing, a violation is still found to exist, the Association's right to proceed with the process outlined below shall continue. Failure of the Association or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by the Association against another Owner. Neither this Article nor the other terms of this Declaration shall be deemed or construed to impose an obligation on the Association to police, control, restrain, enjoin or seek redress for any violation of the terms hereof.

The process for enforcement of violations to restrictions set forth in the DCCR's this Declaration is as follows:

(a) Before the Association may invoke the remedies listed below, a member of the Board shall give a courtesy notice via electronic means (if owner has provided the Association with an email address for purposes of notice) and/or phone call to Owner of the property.

(b) If no response is received or if remedy is not cured within the agreed time frame, a formal first 1st Notice will be sent electronically (if email provided) and via US mail. The Owner shall have ten (10) days from the date notice is sent to respond and establish an agreement for remedy.

(c) If the first 1st Notice is not responded to or the agreement for remedy is not upheld a second 2nd Notice will be sent by email and via US mail. The Owner shall have ten (10)

days from the date the ~~second~~^{2nd} notice is sent to respond and either correct violation or update the agreement for remedy.

(d) If the ~~second~~^{2nd} notice is not responded to or the agreement for remedy is not upheld a ~~third~~^{3rd} (Final) statutory notice will be sent by email and via Certified US mail. The Owner will have ten (10) days from the date notice was sent to contact the Board Member and establish a plan for remedy of the violation.

(e) If the ~~third~~^{3rd} (Final) notice is not responded to or the agreed upon remedy is not completed the Board shall provide written notice and pursue remedies listed in the Enforcement of Restrictions below.

Section 2. Enforcement of Restrictions. In addition to the remedies for enforcement provided for elsewhere in this Declaration or by-law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, regulations, bylaws, or Articles of Incorporation herein referenced or permitted, by any Owner, Owner's family, guests, lessees or licensees shall authorize the Association to avail itself of any one (1) or more of the following remedies allowable pursuant to TEX. PROP. CODE § 209~~Texas Property Code Section 209~~:

(a) The right to charge fines for violations of this Declaration ~~and/or suspension by the Association of Owner's rights to use any Association Common Facilities for a period not to exceed sixty (60) days per violation, plus reasonable attorney's fees incurred by the Association with respect to the exercise of such remedy, for violations that are not also subject to the City of Bulverde's Code of Ordinances, or for violations that are also subject to the City of Bulverde's Code of Ordinances that they City has chosen not to enforce. that are not enforceable within City of Bulverde Code.~~ Fines will be charged at a rate ~~set forth in a duly adopted Fine Policy of the Association of \$25 per day until such violation is cured. Payments for fines are due within seven (7) days of invoicing. Such fine will be capped at \$1,500.00, and the Association then has the right to seek remedy utilizing other options set forth in this Article;~~

~~— The suspension by the Association of rights to use any Association property or Common Facilities for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;~~

(b) The right to report violations of City of Bulverde Code of Ordinances to the City of Bulverde for their enforcement;

(~~ce~~) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs;

(~~de~~) The right of the Association to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy.

(ef) The Association or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Damages shall not be deemed adequate relief for any breach or violation of any provision hereof. Any person or entity, entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity, and such remedies shall be deemed cumulative, and one not exclusive of the other.

~~.In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, regulations, bylaws, or Articles of Incorporation herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize Declarant or the Association (in the case of all of the following remedies) or any Owner [in the case of the remedy provided in (c). below], including Declarant, to avail itself of any one or more of the following remedies:~~

~~(a) The suspension by the Association of rights to use any Association property or Common Facilities for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;~~

~~(b) The right of Declarant or the Association to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; or~~

~~(c) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.~~

~~Before the Association may invoke the remedy of suspension of privileges as set forth in Section (a) above, it shall give written notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Association's right to~~

~~proceed with the suspension of privileges shall be absolute. Each day a violation continues after notice thereof has been given to the Owner shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by Declarant or the Association. Neither this Article nor the other terms of this Declaration shall be deemed or construed to impose an obligation on Declarant or the Association to police, control, restrain, enjoin or seek redress for any violation of the terms hereof.~~

All assessments, charges and costs imposed by the Association and unpaid when due shall bear interest at the rate of twelve percent (12 %) per annum from the date due until paid, said interest to be compounded monthly. The Association will not impose fines in any instance where the violation is reported to the City of Bulverde for enforcement as the Association will look to the City of Bulverde to resolve the violation. In the event the City fails to resolve the violation within sixty (60) days, the Association retains the right to utilize this section to ensure resolution of the violation.

ARTICLE XIII TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XIV. INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XV. OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XVI. GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVII.

DESIGN GUIDELINES AND OTHER RULES AND REGULATIONS

The ~~AREC~~, with Board approval, has the right to establish and enforce Architectural Design Guidelines for the Subdivision and the Association has the right to establish and enforce Rules and Regulations related to the use of the Common Areas and Facilities and other matters. Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, Rules and Regulations regarding use of Common Areas and Facilities and the other documents and information which may affect an Owner, prospective Owner, ~~Builder Member~~, or contractor for improvements to a Lot are maintained at the offices of the Association ~~and Declarant~~. Each Owner and prospective Owner is advised to obtain these documents and carefully examine each of them in addition to this Declaration to determine ~~their~~his rights and obligations. The Architectural Design Guidelines and the Rules and Regulations can be found on the Windmill Ranch HOA website.

ARTICLE XVIII.

ACKNOWLEDGMENTS BY OWNERS

Each ~~prospective~~ Lot Owner is hereby notified that the streets within the Subdivision are not public streets, but are private streets. In order to maintain the aesthetics of a rural Subdivision, the ~~Declarant Association~~ has made an effort to preserve native trees wherever possible and to maintain ~~an ambience of country lanes~~ country atmosphere. Lot Owners, Owner's family guests, tenants or occupants ~~their families, guests and invitees~~ are highly encouraged to utilize reflective gear and flashlights when walking within the Subdivision, and are also encouraged to closely monitor traffic and pedestrians to ensure their safety and the safety of others.

Each ~~prospective~~ Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement, and the location of trees ~~within various esplanades~~. In purchasing a Lot, the Owner specifically assumes the risk for himself, and Owner's ~~his~~ family, ~~employees, guests, tenants, or occupants, and each of their employees,~~ contractors and all other invitees of driving in narrow streets bordered closely by native trees and agrees to do so in a safe manner. Each ~~prospective~~ Lot Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Subdivision are not publicly owned but are privately owned. Each ~~prospective~~ Lot Owner should carefully note the location of the facilities and avoid unsafe conduct

in those areas. In purchasing a Lot, the Owner specifically assumes the risk for himself, and Owner's his family, guests, tenants, or occupants, and each of their employees, contractors and all other invitees employees, guests, contractors and all other invitees of knowing the location of such drainage facilities and agrees to refrain from unsafe conduct in the proximity of such facilities.

~~Each Owner is hereby further notified and advised that Declarant reserves the right to cause the Association from time to time to enter into certain reciprocal agreements with other developers (or nonprofit associations formed by such developers) of lands abutting the Properties or in close proximity thereto, whether or not located within the Master Plan and whether or not formally annexed into the scope of jurisdiction of the Association, such reciprocal agreements covering joint access and maintenance agreements affecting the residents of each development.~~

ARTICLE XIX. ADDITIONAL INFORMATION

The ~~AREC~~ and Association may establish Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner, prospective Owner, ~~Builder Member~~ builder, or contractor for improvements to a Lot. All such documents, if any, shall be maintained at the offices of the Association ~~and Declarant and posted on the Windmill Ranch HOA website~~. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine Owner'shis rights and obligations.

ARTICLE XX. PURCHASE "AS IS"

Each prospective purchaser of a Lot is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations of such Lot(s) as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each prospective purchaser is acknowledging that he is purchasing the Lot on an "as is," "where is" and "with all faults" basis. By purchasing a Lot, each Owner agrees to indemnify and hold harmless ~~Declarant~~ the Association, its partners, officers, directors, contractors, employees and agents from and against any claims, costs, fees, expenses, damages or liabilities that an Owner, and Owner'shis family, guests, tenants, or occupants, and each of their employees, contractors and all other invitees employees, guests, contractors and any other invitees may suffer or incur as a result of, arising out of or related to the above described caves, sinkholes, streets, trees within or near the street rights-of-way and/or drainage facilities. Each Owner unconditionally releases the Association ~~Declarant~~, its partners, officers, directors, contractors, employees and agents, from any claims, demands or causes of action both known and unknown, present and future, arising

out of or related to said caves, sinkholes, streets, trees within or near the street rights-of-way and/or drainage facilities.

[\[Executed on following page\]](#)

~~Exhibits:~~

~~Exhibit A—Master Plan (showing annexable areas)~~

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units 1, 2, 3, 4 and 5, was duly approved and adopted by the Board of Directors of WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC., on the _____ day of _____, 2026 and by the Members present at the Meeting of Members held on the _____ day of _____, 2026 in person or by represented by proxy and adopted by more than sixty-seven percent (67%) of the vote of all Members of WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units 1, 2, 3, 4 and 5 constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Windmill Ranch Subdivision, Units 1, 2, 3, 4 and 5, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this ____ day of _____, 2026.

WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: _____
Title: President