

**FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT
ROOSTER SPRINGS**

THE STATE OF TEXAS

Bk Vol Pg
70026796 DPR 3246 685

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT, WHEREAS, **THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**, (the "Association") has been incorporated under the laws of the State of Texas as a nonprofit corporation, and has been granted powers of administering and enforcing covenants, restrictions, charges, and liens and disbursing the assessments and charges created in this Declaration with respect to certain real property located in Hays County, Texas (the "Property" as defined in Article I, section 1.20 below; and

WHEREAS, the Association desires to convey the Property subject to certain protective, covenants, conditions, restrictions liens, and charges set forth below; and

WHEREAS, the Association desires to continue to create and carry out a uniform plan for the improvement, development, and sale of the property for the benefit of the present and future Owners of the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That it is hereby declared (i) that all of the Property shall henceforth be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are intended for the purpose of protecting the value and desirability of the Property; and which shall inure with the Property, and which shall be binding on all parties with any right, title, or interest in the Property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

This FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS is intended to Supersede and Replace all previous Declarations and amendments thereto affecting the subdivision, including the following:

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS,**

recorded in Vol. 1233, Pages 224-252 of the Official Public Records of Hays County, Texas;

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, recorded in Vol. 1441, Pages 478-507 of the Official Public Records of Hays County, Texas;

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, recorded in Vol. 1449, Pages 908-937 of the Official Public Records of Hays County, Texas;

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, recorded in Vol. 1668, Pages 279-308 of the Official Public Records of Hays County, Texas;

THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, recorded in Vol. 2406, Pages 849-879 of the Official Public Records of Hays County, Texas;

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, document no. 06021732 recorded in Vol. 2970, Page 883 of the Official Public Records of Hays County, Texas; and

AMENDMENT TO THE THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS, document no. 06023322 recorded in Vol. 2981, Page 256 of the Official Public Records of Hays County, Texas.

ARTICLE I DEFINITIONS

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

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

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation

of **THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**, which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments or other amounts as may be levied by the Association under the terms and provisions of this Declaration or other governing documents.

1.05 Association. "Association" shall mean **THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board, and as from time to time amended.

1.07-1 Committee. "Committee" shall mean "Architectural Committee".

1.08 Common Area. "Common Area" shall mean all real property, including streets and roadways, including the improvements thereto, conveyed to the Association by Plat dedication or otherwise. The Common Area is owned by the Association for the common use and enjoyment of the Owners.

1.08-1 Phase II Common Area. The Phase II common area shall be considered part of the "Common Area" described in Section 1.08. Lots 8 and 19 of Phase II shall be owned by the Association, but all costs associated with (1) Lot 8, which contains the On-Site Sewage Facility ("OSSF System"), and (2) Lot 19, to the extent those costs are attributable to maintenance of the absorption field, shall be borne solely by the owners of Phase II, in equal shares, as further provided in Section 7.03(a). The costs described in this Section are referred to as the costs for the "Phase II Community Septic System."

1.08-2 Private Residential Irrigation System. A system of wells, pumps, ponds, tanks, and distribution lines (collectively, the "Private Residential Irrigation System"), owned by the Association, to allow the Association and certain Phase I Property Owners to water Association Common Property and their individual residences with well water. Property Owners with rights to the System must execute agreements, and collectively be responsible for all costs and expenses of the System.

1.09 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.10 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds, patios, exterior lighting, tennis courts, swimming pools, garages, storage

buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, septic, gas, electric, telephone, regular or cable television, or other utilities.

1.11 Lot. Exclusive of the designated rights of way and common areas, "Lot" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all the Improvements located thereon.

1.12 Member. "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association pursuant to 5.02 herein.

1.13 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

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

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

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

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

1.18 Plat. "Plat" shall mean a subdivision plat of any portion of the Property.

1.19 Property. "Property" shall mean the real property which is subject to the terms of this Declaration. Although subject to Amendment the property is presently more particularly described as follows: Book 7, Pages 33-36 (Phase I), Book 7, Pages 303-304 (Phase II), Book 8, Page 181 (Phase III), and Book 9, Pages 288-290 (Phase IV) plat records of HAYS County, Texas.

1.20 THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS. "THE POLO CLUB AT ROOSTER SPRINGS Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with THE POLO CLUB AT ROOSTER SPRINGS Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.21 THE POLO CLUB AT ROOSTER SPRINGS Rules. "THE POLO CLUB AT ROOSTER SPRINGS Rules" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

1.22 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of HAYS County, Texas.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development The Property has been developed pursuant to a master concept plan for a quality subdivision, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof is expected and intended to benefit each other portion and the whole thereof. The overall development shall be in accordance with the approved final plat, as amended.

2.02 Addition of Land. The Association may, at any time and from time to time, add additional lands to the Property that are adjacent to or in close proximity to the property already the subject of this Declaration. Upon the filing of a Notice of Addition of Land as hereinafter described, this Declaration and the covenants, conditions, restrictions and obligations set forth herein, shall apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, the affirmative vote of two-thirds of the Property Owners entitled to vote shall be required. After such approval by the Property Owners, the Association shall record in the Real Property Records of Hays County, Texas, a notice of Addition of Land (which notice may be contained within any Supplemental Declaration affecting such land) containing the following provisions:

a. A reference to this Declaration, which reference shall state the book and page numbers of the Hays County Real Property Records wherein this Declaration is recorded;

b. A statement that all of the provisions of this Declaration shall apply to the added land;

c. A legal description of the added land; and

d. A legal description of all Common Area to be owned by the Allocation within the added land.

ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions;

3.01 Antennae. No exterior radio or television antenna, or aerial or satellite dish receiver larger than 18 inches, or other devices designed to receive telecommunication signals, including, but not limited to radio, television or microwave signals which are intended for cable television, network television reception or entertainment purposes shall be erected or maintained for any purpose without the prior written approval of the Architectural Committee.

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

3.03 Subdividing and Joining. No Lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof. Nothing herein shall prevent an Owner from building across Lot lines, subject to normal Architectural Committee approval, so long as such construction does not interfere with any easements along Lot lines. No Lot shall be re-subdivided. In the event that two or more Lots, as designated on the approved final plat of the Property filed in the plat records of Hays County, Texas, are joined, the Owner shall pay full assessments and fees on each such Lot. The construction of Improvements on the joined Lots or the subsequent replatting of the joined Lots as one or more larger Lots shall not alter this requirement even if approved by the Board of the Association or any Committee thereof.

3.04 Signs. No signs of any character shall be allowed on any Lot except one conservative address sign for the customary Lot identification purpose pursuant to Section 3.32; provided, however, that any person or entity engaged in the construction and/or sale of a residence within the Subdivision shall have the right, during the period of development, construction, and sale of houses in the Subdivision, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs and storage areas. Each Lot may have one "for sale" sign of less than four (4) square feet in size. Notwithstanding the foregoing, the appearance and location of all signs must be acceptable to the Architectural Committee.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

3.06 Noise. No exterior speakers, horns, whistles, bells, or other sound devises (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.07 Construction Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

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

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

3.10 Roofing Materials. The Architectural Committee shall have sole discretion and right to approve in writing or reject all roofing materials to be used on any Improvements constructed on the Property within the time frame provided for the approval of plans as set out in the rules of the Architectural Committee.

3.11 Utility Lines. Utility lines may run overhead, in certain perimeter areas only where approved by the Architectural Committee, or underground. No other utility lines, including, but not limited to, wires, or other devices for the communication or transmission of telephone or cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be constrained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. The installation for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.

3.12 Drainage. There shall be no interference with the established drainage patterns over any of the Property unless adequate provision is made for proper drainage and approved by the Architectural Committee. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Architectural Committee.

3.13 Creek, Tributary, or Drainage Feature Obstructions or Alterations. No obstructions (physical or visual) of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across the bed of any creek, tributary, or drainage feature adjoining or running through any part of any Lot in the Subdivision. Landscaping of any Creek bed, tributary, or drainage feature shall be only upon the written approval of the Architectural Committee.

3.14 Filling, Cutting and Slope Control. The Architectural Committee shall carefully review all proposed Improvements which will be placed on Lots with slopes exceeding twenty (20%) percent, and all filling and cutting of the terrain on such Lots shall be kept at a minimum. The Architectural Committee may require "pier and beam" type foundations for the Improvements on such Lots in lieu of standard "slab on grade" foundations if, in its sole discretion, the Architectural Committee so elects.

3.15 Solar Equipment. Exterior solar equipment shall not be installed unless approved in writing by the Architectural Committee.

3.16 Hazardous Activities. Hazardous conduct on the Property is prohibited. No firearms or fireworks shall be discharged upon the Property and no exterior open flames shall be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units; such permitted fires shall be attended by an adult at all times.

3.17 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, without the prior written approval of the Architectural Committee.

3.18 Mining and Drilling. No portion of the Property shall be used for the purposes of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; except in the normal course of residential amenity construction and common area improvements.

3.19 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of

the foregoing, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single-family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) automobiles. Lot Owners shall not or allow keep more than two (2) automobiles to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours per month. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabric shall be attractively screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.20 Mobile Homes, Horse Trailers, Travel Trailers, Utility Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no horse trailers, travel trailers, utility trailers, or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours per month.

3.21 Fences. No fence, of any sort, shall be constructed on any Lot without the Architectural Control Committee's prior written approval. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to and approved in writing by the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any fence, or specify the materials of which any fence must be constructed. No fence may be constructed within any 100 year flood plain or any drainage easement.

3.22 Animals - Household Pets. No animals, including pigs, poultry, fowl, wild animals, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, with the exception of horses or other Association approved exotic animals, may be kept. Horses must be limited to one per acre, but in no event to exceed two per lot. And no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash, or allowed to make an unreasonable amount of noise or to become a nuisance. All animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee. In no event shall Pit bulls or other vicious or dangerous animals be allowed within the Subdivision.

3.23 Landscaping. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than (6) feet above ground level. Anything herein to the contrary notwithstanding, the Architectural Committee may allow a ten (10) foot setback from a side street if the Committee, in its sole discretion, so elects. No tree (other than mountain juniper) having a diameter of six (6) inches or larger shall be removed from any Lot without the consent of the Committee in the case of new home construction or construction of improvement on a Lot.

3.24 Maintenance of Lawns, Plantings and Improvements.

(A) In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Association, acting on its own or through the Architectural Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of the Owner.

(B) The Owner of any Lot containing a Creek bed, tributary, or drainage feature shall maintain the Creek bed, tributary, or drainage feature free of weeds and debris (without the removal of any natural fauna or flora) and, if the Owner shall fail to do so, the Association shall have said area maintained at the expense of the Owner. Anything to the contrary contained in this paragraph notwithstanding, all Creek bed, tributary, or drainage feature maintenance performed by an Owner, or by the Association, shall be performed in accordance with all pertinent and specifically applicable regulations and the ordinances of the appropriate governmental entity.

(C) All non-native plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, all at the Owner's expense.

(D) The Association shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Association shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3.25 Dwelling Sites. Each single-family dwelling shall contain a minimum of 3200square feet, with the exception of Phase II, in which each single-family dwelling shall contain a minimum of 2200 square feet. Square footage calculations shall be exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages. This requirement may only be waived by the Committee in unusual circumstances where the property or other characteristics of a Lot do not reasonably enable compliance with this requirement.

3.26 Masonry Requirements. Residences located in all Lots shall have a minimum of eighty-five (85%) percent of the exterior walls of stone or masonry construction. In computing these percentages (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and; (3) stone and masonry used on fireplaces, chimneys and walls of any attached garage may be included in the computation as stone or masonry used.

3.27 Construction in Place. All dwellings shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the written approval of the Architectural Committee.

3.28 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced and all construction must be commenced within one (1) year of the closing on the purchase of the subject Lot.

3.29 Setback Requirements. No building shall be located on any of the Lots nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat of the Subdivision as it pertains to such Lot or Lots. In any event, no building shall be located on any of the Lots nearer than fifty (50) feet from the front line, or nearer than (10%) of the average lot width from any side lot line, or nearer than twenty (20) feet from any rear lot line. No building shall be located nearer than fifty (50) feet from any street. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring properties and Lots. The Committee shall also be entitled to review and modify the setback requirements for cul-de-sac Lots and lots with particular terrain or vegetation features for which compliance with the foregoing setback requirements might be difficult or impossible.

3.30 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of signs or similar activities; provided, however, that such construction is to be pursued to completion with reasonable diligence and conform to

usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions may be granted by the Architectural Committee; provided, however, such waiver shall be only for the reasonable period of such construction.

3.31 No Warranty of Enforceability. While the Association has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold the Association harmless therefrom.

3.32 Identification of Lots. The house number for each single family residence shall be located on a stone or masonry structure of a type, constructed of materials, and placed in a location approved by the Committee.

3.33 Fuel Tanks. Propane tanks for residential use must be buried or attractively screened in a manner approved by the ACC. No other butane or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee, in which case it shall be shielded from the view of any adjoining homesite or roadway.

3.34 Prohibited Activities. No business, professional, commercial, or trade venture or activity shall be permitted. Subject to the prior written consent of the Committee, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

3.35 Garages and Driveways. All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other Improvements in the Subdivision. All garages shall be suitable for not less than two (2) automobiles.

All garages shall consist of enclosed structures and no carports shall be permitted on any Lot. A garage shall not be situated in such a manner on a Lot so as to cause the garage door opening to be substantially visible from a street or roadway. The Architectural Committee shall have absolute authority over the entrance location and siting of all garages. The location of all driveway cuts shall be subject to approval by the Committee. Driveways on corner Lots

facing both a cul-de-sac and main thoroughfare shall be located on the cul-de-sac; provided, however, that the Committee shall have the authority to approve circular drives on any Lot. All driveways shall be constructed of asphalt or concrete and shall be subject to written approval by the Committee. All driveways shall be of a minimum width of twelve (12) feet and, if an asphalt surface is used, a ribbon concrete curb will be required for the purpose of protecting the edges of the asphalt from chipping and washing away.

3.36 Window Materials. All windows on all Improvements in the subdivision shall utilize only clear or lightly tinted, nonreflective glass and shall utilize all wooden window framing.

3.3 Stables. Stables for the shelter of horses may be constructed on lots larger than 1.5 acres in Phases I, III, and IV, subject to the following conditions:

All stables shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other Improvements in the Subdivision, except that, subject to Architectural Committee approval, stables may be constructed of materials other than masonry if in the sole discretion of the Committee, the quality of materials, design, and method of construction is compatible with and of a standard equal to other stables in the Subdivision, or to be built in the Subdivision.

3.38 Playscapes. Colored playscapes, trampolines, or similar items, hot tubs, spas, or similar items (unless incorporated into an in-ground pool) are prohibited unless shielded from the view of roadways and other properties. Natural wood playscapes may be approved upon application to the Architectural Control Committee, showing materials of construction and location on the lot.

ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for single-family residential use or for Common Area. Common Areas may, subject to the approval of the Association, be improved, landscaped, and used for active and passive recreational purposes by Owners and occupants of the Property.

4.02 Common Areas. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by the Association, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement.

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

ARTICLE V
THE POLO CLUB AT ROOSTER SPRINGS
RESIDENTIAL OWNERS' ASSOCIATION, INC.

5.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws for any reason shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.03 Voting Rights. The Owner of each Lot within the Property shall have one vote for each Lot in which they hold the interest required for membership. If two or more Lots are joined, the Member shall be entitled to one vote for each Lot so joined. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one vote be cast with respect to any such Lot except as otherwise provided in the Declaration.

5.04 Election of the Board of Directors. A Board of Directors of the Association shall be elected by those entitled to vote pursuant to the foregoing 5.03.

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

(A) THE POLO CLUB AT ROOSTER SPRINGS RULES AND BYLAWS. To make, establish and promulgate, and in its discretion to amend, or repeal and re-enact, THE POLO CLUB AT ROOSTER SPRINGS RULES AND BYLAWS not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(C) Records. To keep books and records of the Associations affairs.

(D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of Entry and Enforcement. To enter at any time in an emergency [or in the case of non-emergency, after twenty-four (24) hours" written notice], without being liable to any Owner, upon any Lot for the purposes of enforcing THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS or for the purpose of maintaining, correcting, or repairing any area, Improvement or other facility to conform to THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance, correction, or repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and Special Assessments. The Association shall have the non-exclusive power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS, settle claims, enforce liens and take all such actions as it may deem necessary or expedient to enforce THE POLO CLUB AT ROOSTER SPRINGS, RESTRICTIONS.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(G) Conveyances. To grant and convey to any person or entity, easements, rights-of-way or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:

- (a) Parks, parkways or other recreational facilities or structures;
- (b) Roads, streets, street lights, walks, driveways, trails, and paths;
- (c) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (d) Sewers, water systems, storm water drainage systems, sprinkler systems, community septic systems, and pipelines; and/or

- (e) Any similar public, quasi-public or private improvements or facilities.

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

(H) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its Property to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association hereby release the Association and the Members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(I) Property Services. To pay for water, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(J) Other Services and Property. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.

(K) Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as in this Declaration required.

(L) Contracts. To enter into contracts with other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of the Association.

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

5.06 Maintenance. The Association shall (i) maintain, repair and replace as necessary all landscaping, irrigation systems, streets and roadways, entrance signs and other Improvements within any right-of-way which is within or adjacent to the Property; and (ii) maintain all Common Area dedicated to the Association for maintenance.

5.07 Street Lighting. The Association shall pay for electrical service and for all other costs and expense necessary to operate and maintain any street lights which have not been accepted by a governmental entity for operation and maintenance and which are located within any right-of-way within or adjacent to the Property.

5.08 Common Area.

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

(A) To accept, own, operate and maintain all Common Area which may be conveyed or leased to it, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association and to maintain in good repair and conditional lands, Improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

(B) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association to the extent that such taxes and assessments are not levied directly upon a Member of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(C) To make out and maintain current a policy of liability insurance coverage to cover such liability as may result from the use of and enjoyment of the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.09 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suite or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that such person (1) acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or its equivalent, shall not of itself create a presumption that the person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him

or her or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

Bk Vol Pg
70026796 DPR 3246 702

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not less than three (3) and not more than five (5) voting Members ("Voting Members"), which number may be changed by the Board in its sole discretion and such additional nonvoting Members as the Board deems appropriate.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Committee's approval shall not be unreasonably withheld or delayed.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which, in its sole discretion, are relevant. Except as otherwise specifically provided herein prior thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the

inspection of construction in progress to assure its conformance with Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specification submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping color schemes, exterior finishes, or hardware as to be incompatible with residential development within the property or of a quality of construction or materials less than those determined by the Committee as to be consistent with other construction and materials in the subdivision or is otherwise not acceptable to the Architectural Committee. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

6.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or septic consideration, or hardship or other similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding any provisions herein to the contrary, no variance shall be granted to (i) permit a residence of less than two thousand seven hundred fifty (2,750) square feet, as calculated pursuant to Section 3.25 to be constructed on any Lot, or (ii) permit a residence to have less than seventy-five (75%) percent of its exterior walls of masonry construction, as calculated pursuant to Section 3.26 above.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate an agent, including the management company employed by the Association, acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the Voting Members of the Architectural Committee taken without a

meeting shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.11 Non-liability of Architectural Committee. Neither the Architectural committee nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless such loss, damage or injury is due to the willful misconduct of the Committee or its members. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement on the Property, and each Owner by the purchase of property subject to this declaration so stipulates and agreed that neither the Architectural Control Committee, nor its members are liable to Owner.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee at the offices of the management company selected by the Association, which address shall be published by the Association, or such other address as may be designated and published by the Association, from time to time.

6.13 Fees. The Architectural Committee has the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

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

materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

Bk Vol Pg
70026796 OPR 3246 705

ARTICLE VII LIENS AND ASSESSMENTS

7.01 Assessments.

(A) Assessments may be established by the Board of the Association pursuant to the provisions of this Article VII and, except as otherwise provided herein or any other governing document, shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment for any Lot shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03 and/or 7.04 hereof by the total number of Lots in the subdivision at the time the Assessment is levied.

(B) **Each unpaid Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, is the personal obligation of the Owner of the Property against which the Assessment is due, and is secured by a continuing lien against each such lot and all Improvements thereon.** The Association may enforce payment of such Assessments in accordance with the provisions of this Article. The Lien is established upon the purchase of the Lot and shall be superior to any lien or liens including purchase money liens, home improvement liens, or if applicable home equity liens, and inferior only to real property tax liens.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under THE POLO CLUB AT ROOSTER SPRINGS Restrictions, including, but not limited to, the cost of all maintenance, the cost of maintaining Common Areas, streets and roadways, the cost of enforcing THE POLO CLUB AT ROOSTER SPRINGS Restrictions and reasonable provisions for contingencies and appropriate replacement reserve, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided and the levy of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate

for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Additional Regular Annual Assessments for Phase II Property Owners. In addition to the Regular Annual Assessments pursuant to Paragraph 7.03, Property Owners in Phase II of The Polo Club shall be responsible for all costs associated with the continuing maintenance and operation of a community septic system serving Phase II, as defined in Paragraph 1.08-1. Specifically, each Homeowner shall individually be responsible for the collection tank and pump on such Owner's Lot and collectively, the Homeowners of Phase II shall be responsible for all costs associated with community collection lines and the tank, pump, management system, and absorption zone contained on Lots 8 and 19 of Phase II. Furthermore, the Property Owners of Phase II are responsible for all costs associated with the continued maintenance of the Phase II Community Septic System. The Association shall enter into a maintenance agreement with a manufacturer approved third party and shall retain insurance covering acts of God, vandalism, theft, liability, etc. Decisions relating to the amount of such assessments, to the maintenance, and operation of the system shall be made by the Board of Directors of the Association. The Board shall appoint a sub-committee composed solely of Phase II Property Owners for advisory recommendations regarding the system. The Association shall perform or cause to be performed all maintenance deemed necessary or prudent, shall obtain insurance as described in this section and shall assess all Phase II Owners equally for all costs described in this Paragraph 7.04.

7.05 Additional Assessments for Owners using the Private Residential Irrigation System. In addition to the Regular Annual Assessments pursuant to Paragraph 7.03 and additional assessments under Paragraph 7.04, Owners who have executed agreements shall be fully responsible for and shall be individually assessed as needed for all costs and expenses associated with the operation and maintenance of the System, as defined in paragraph 1.08-2. Decisions relating to the amount of such assessments, the operation and the maintenance of the System shall be made by the Board of Directors of the Association. The Board shall appoint a sub-committee composed solely by those Owners using the System for advisory recommendations regarding the System. The Association shall perform or cause to be performed all maintenance deemed necessary or prudent and shall assess all Owners using the System for the costs described in this Paragraph 7.05.

7.06 Maximum Regular Annual Assessments. Notwithstanding anything contained herein to the contrary, the Regular Annual Assessment under Paragraph 7.03 (not including any assessments under 7.04 and

7.05) shall be at the reasonable discretion of the Association, however it may not be increased by the Board in any year more than 10% above the Regular Annual Assessment for the previous year without an affirmative vote by two-thirds of all Property Owners entitled to cast a vote. In the event that any such vote to increase Assessments is to be called at any Annual Meeting, notice of such intention shall be presented in a way such that it is clearly visible to the recipients.

7.07 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS. The amount of any Special Assessments shall be at the reasonable discretion of the Board; provided, however, that any such Assessment by the Board shall require an affirmative vote of two-thirds of all Property Owners entitled to cast a vote.

7.08 Owner's Personal Obligation for Payment of Assessments. The regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the Payment of any such Assessments, the Owner of the Lot shall be obligated to pay interest at the highest non-usurious rate allowed by law, together with all costs and expenses of collection, including reasonable attorney's fees.

Furthermore, the Association may suspend any Owner's voting rights and the right to use the Common Area or Amenities during any period in which any assessment against such Owner remains unpaid.

7.09 Assessment Lien and Foreclosure. All sums assessed shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, be a continuing lien and charge on the Lot covered by such in the manner provided in this Article but unpaid, Assessment, which shall bind such Lot, the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination document may be signed by an officer of the Association. To evidence the aforesaid Assessment, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such lien and the legal description of the Lot. Such Notice shall be signed by one of the officers of the Association

and shall be recorded in the office of the County Clerk of HAYS County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that the lot is purchased by Owner, which lien shall be further evidenced by a Vendor's Lien reserved by the Developer in the Deed from Developer to each Owner and such lien shall run with the land. The Lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a Notice of Assessments Lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessments and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

7.10 Notice of Intent to Levy or Increase Assessments Authorized Under Paragraphs 7.03 (except 7.04, 7.05, and 7.06) and 7.07. Either a meeting of the Property Owners or an absentee ballot vote shall be called for the purpose of increasing the assessments by more than ten percent (10%) under paragraph 7.03 and authorizing an assessment under Paragraph 7.07. Written Notice shall be sent to all Property Owners not less than 15 days nor more than 50 days in advance of the meeting or of the date of implementation of the increase or assessment (i) by mailing a copy of such notice, postage prepaid, or by USPS or other commercial delivery service, addressed to the Property Owner's address last appearing on the books of the Association, (ii) by personally delivering same (including by fax) or (iii) by delivering such notice in electronic form to a Property Owner's electronic address on file with the Association. Notice of such intention to raise the Regular Annual or Special Assessments shall be presented in a way such that it is clearly visible to the recipients.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedication of easement, rights-of-way, restrictions and related rights made of record prior to the Property becoming the subject of this Declaration are incorporated by reference for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance conveying any part of the Property. The Association reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from

time to time, rights-of-way and easements for public utility purposes (including, without limitations, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 10.0 feet on each side of such Lot line.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephone, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenance thereto, on, above, across and under the Property within the public utility easement from time to time existing and from service lines situated within such easement to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by the Architectural Committee. The Owner of the Property must also consent in writing if such easement extends more than seven and one half (7.5) feet into the Lot. The utility companies furnishing service shall have the right to remove such trees as are necessary situated within the utility easements shown on the plat and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

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

8.04 Surface Area. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns, or flowers. However, no supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement areas.

8.05 Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the

following provisions:

(A) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against which Owner's Lot remains unpaid, pursuant to 7.05 hereof, and for any period during which the Owner is in violation of the Rules and Regulations of the Association;

(B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(C) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

(D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and

(E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least two-thirds of the Lots within the Property then subject to this Declaration.

9.02 Amendment. This Declaration may be amended by recording in the HAYS County Real Property Records an instrument executed and acknowledged by the President and Secretary of the Association setting forth the Amendment and certifying that such Amendment has been approved by two-thirds of all Property Owners entitled to cast a vote. Amendments to this Declaration shall not be construed as affecting or amending any governmental ordinances, rules or regulations which affect the Property.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered (i) by mailing a copy of such notice, postage prepaid, by USPS or other commercial delivery service, (ii) by personally delivering same (including by fax) or (iii) by delivering such notice in electronic form to a

Member's electronic address on file with the Association. If delivery is made by mail or USPS, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address, including fax number and e-mail address, may be changed from time to time by notice in writing given by such person to the Association.

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

9.05 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her own expense, and/or the Board on behalf of the Association shall have the right to enforce all of the provisions of THE POLO CLUB AT ROOSTER SPRINGS RESTRICTIONS. The Board shall have the right to assign its rights of enforcement to the management company employed by the Association. Such right of enforcement shall include fines, as may reasonably be determined by the Board, only after proper notice and any statutory opportunity to cure), damages for and injunctive relief against the breach of any provision of this Declaration.

(B) Non-waiver. The failure to enforce any provision of THE POLO CLUB AT ROOSTER SPRINGS restriction at any time shall not constitute a waiver of the right hereafter to enforce any such provision or any other provision of said Restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance in this Declaration.

9.06 Construction.

(A) Restrictions Severable. The provisions of THE POLO CLUB AT ROOSTER SPRINGS Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Exceptions and Reservations. Notwithstanding anything

contained herein to the contrary, this **FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POLO CLUB AT ROOSTER SPRINGS** does not apply to real property other than that described in Section 1.20.

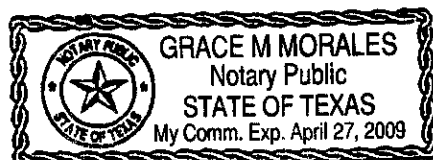
IN WITNESS WHEREOF, the Association has executed this declaration as of this 16 day of Sept., 2007.

THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

By: Jane Krotas
Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this 6 day of September, 2007 by Jane Krotas, the secretary of the Polo Club at Rooster Springs Home Owners Association, Inc., a Texas nonprofit corporation.



Grace M. Morales
Notary Public, State of Texas