

**MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

TESORO

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

TribarLP6, a Texas limited partnership (“Declarant”) is the sole owner of certain real property located in Williamson County, Texas, as more particularly described on Exhibit “A” attached hereto (the “Property”); and

Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth; and

Declarant desires 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; and

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

ARTICLE I
DEFINITIONS

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

1.1. Amenities Centers. “Amenities Center” means Improvements on a Common Area, if any are built or dedicated, which are for the use and enjoyment of Owners and which may include, but is not required to include, such facilities as a park or open space area, clubhouse or a swimming pool. **As of the date of execution of this Declaration, it is not expected that any Amenities Centers or Common Areas or Facilities will be built other than the monument sign and entry lot at the entry of the Subdivision.**

1.2. Architectural Control Committee. “Architectural Control Committee” (or “ACC”) means a committee created pursuant to this Master Declaration to review and approve

plans for the construction of Improvements upon a portion of the Property and to take such other actions and exercise such other authority as may be expressly delegated to such Architectural Control Committee by this Master Declaration. The ACC may, but is not required to, appoint sub-committees or advisory committees to advise the ACC on matters pertaining to the Property or to a particular phase or section of the Property.

1.3. Architectural Control Committee Rules. "Architectural Control Committee Rules" means the rules and regulations adopted by the Architectural Control Committee, as the same are amended from time to time.

1.4. Assessment. "Assessment" or "Assessments" means assessment(s) levied by the Master Association under the terms and provisions of this Master Declaration.

1.5. Association. "Association" means and refers to an owner's association created pursuant to this Declaration.

1.6. Association Articles. "Association Articles" means the Articles of Incorporation of the Association, which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.7. Association Board. "Association Board" or "Board" shall mean the Board of Directors of the Association.

1.8. Association Bylaws. "Association Bylaws" means the Bylaws of the Association which may be adopted by the Board, as the same are from time to time amended.

1.9. Build-out Date. "Build-out Date" means the date on which Declarant no longer owns any Lots or other portion of the Property.

1.10. Common Area and Facilities. "Common Area and Facilities" means Lots and other land, if any, designated by the Declarant for the benefit of and to be owned by the Association, including but not limited to Amenity Centers.

1.11. Declaration. "Declaration" means this instrument as it may be amended from time to time. If there is an Introduction as page A of this Declaration is for information purposes only.

1.12. Declarant. "Declarant" means TribarLP6, a Texas limited partnership.

1.13. Front Yard and Front Side Yard. "Front Yard" means that portion of the Lot from the street on which such Lot is located to the front of the House on such Lot. "Front Side Yard" means (i) that portion of the Lot from the front of the House (on either side) to either (A) the rear corner of the House, or (B) a fence which runs from the side of the House to the side property line of the Lot, thus enclosing the remainder of the side yard with the back yard.

1.16. Government Agreements. "Government Agreements" means any and all agreements and ordinances to be passed and/or approved by a governmental entity (such as a

city) or any applicable municipal utility district ("MUD") and/or to be entered into by and among Developer, Declarant, certain other Developers and a city or a MUD.

1.17. House. "House" means a detached or attached single family residence built on a Lot.

1.18. Improvement. "Improvement" means every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, 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, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.19. Lot. "Lot" or "Lots" means any Parcel or Parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon.

1.20. Master Articles. "Master Articles" means the Articles of Incorporation of the Tesoro Property Owners Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.21. Master Association. "Master Association" means and refer to Tesoro Owners Association, Inc., a Texas non-profit corporation created or to be created pursuant to the Master Declaration and the Master Articles.

1.22. Master Association Rules. "Master Association Rules" (or "Association Rules") means the rules and regulations adopted by the Master Board as the same may be amended from time to time.

1.23. Master Board. "Master Board" (or the "Board") means the Board of Directors of the Master Association.

1.24. Master Bylaws. "Master Bylaws" means the Bylaws of the Master Association which may be adopted by the Master Board, as the same are from time to time amended.

1.25. Master Declaration. The "Master Declaration" means this Master Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules, the Master Association Rules, the Master Articles and the Master Bylaws.

1.27. Member. "Member" or "Members" means any Person(s) holding membership rights in the Association.

1.28. Mortgage. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.29. Mortgagee. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.30. Owner. "Owner" or "Owners" means the any Person holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.31. Person. "Person" or "Persons" means any individual(s), entity or entities having the legal right to hold title to real property.

1.32. Plans and Specifications. "Plans and Specifications" means 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.

1.33. Plat. "Plat" means a subdivision plat of the Property or any portion thereof.

1.34. Residential Use. "Residential Use" means the single family use of a House for residential occupancy in accordance with the Master Declaration and applicable laws.

1.35. Subdivision. "Subdivision" means any portion of the Property which is subdivided as shown by a map or plat of record in Williamson County, Texas.

1.36. Subordinate Declaration. "Subordinate Declaration" means any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, or any Developer owning a portion of the Property which is expressly made subject to all the terms and restrictions of this Master Declaration.

1.37. Supplemental Declaration. "Supplemental Declaration" means any supplemental declaration of covenants, conditions, and restrictions which supplements or amends this Declaration or any Subordinate Declaration.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.1. Development by Declarant, and Developers. Declarant may divide or subdivide the Property into several areas and develop the Property, subject to this Master Declaration. Any Developer may divide or subdivide that portion of the Property owned by it into several areas and develop such Property, subject to this Master Declaration.

2.2 Subordinate Declarations. Any Developer shall have the right to create and file, against any portion of the Property owned by such Developer, a Subordinate Declaration. Such Subordinate Declaration shall be in all respects subordinate and inferior to this Master Declaration and subject to all terms, conditions, restrictions, and provisions of this Master Declaration. Any material variation from the Master Declaration must be approved by the Board; provided, however, if any such variation from the Master Declaration is to provide for stricter land controls, development, or similar matters, then such variation may be approved by the Architectural Control Committee. Any Developer who files a Subordinate Declaration shall be the Declarant under such Subordinate Declaration.

2.3. Annexation. For so long as the Class B Membership exists, Declarant reserves the right to add or annex real property to the Property that is governed by these Declarations, even if the annexation dilutes the voting rights of Class A Members, without the joinder or consent of any other party or entity (including the Owner) by an instrument in writing duly signed, acknowledged, and filed for record in the Official Public Records of Williamson County, Texas, so long as the annexation does not violate applicable law. Upon termination of the Class B Membership Declarant's right of annexation in the preceding sentence shall vest in the Association and may be exercised by the affirmative vote of two-thirds (2/3) of the Members present at meeting which a quorum is present.

2.4. Construction Matters. Land development activities and construction activities will occur within and around the Property and such activities will create noise, dust, traffic disruption and general inconvenience to the residents within the Property.

2.5. Views. Views within the Property are not protected. No warranty, representation or guaranty is made to any Owner by Declarant or by any homebuilder or developer of any portion of the Property, that any views from any portion of the Property will be protected or remain the same.

2.6. Storm Water Drainage. Each Owner is responsible for complying with all governmental and/or regulatory requirements which may apply with respect to the drainage or detention of storm water within such Owner's Lot. Declarant expressly disclaims any responsibility, representation or warranty with respect to the drainage and/or detention of storm water within any Lot.

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:

3.1. Subdividing. 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 without the prior written approval of the Architectural Control Committee.

3.2. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any other person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.3. Insurance Rates. Nothing shall be done or kept on the Property which would generally increase the rate of insurance for other Owners or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

3.4. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.5. Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. 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. Notwithstanding the foregoing, any schools, fire stations, police stations, or similar public facilities may have exterior sound devices which are appropriate for their use, and amenities centers which are part of the Common Area and Facilities may have exterior sound devices such as speakers.

3.6. Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, emus, ostriches, wild or dangerous animals, horses, cattle sheep, goats, or any type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on any Lot. No owner may keep on such Owner's Lot more than two (2) cats and dogs, in the aggregate, not more than two (2) of which may be dogs. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed.

The foregoing notwithstanding, the Declarant may permit livestock (cattle, goats, sheep, and horses) and other animals on undeveloped portions of the Property (that is, areas within the Property which are not then being used for residential use)

3.7. 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. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.8. Maintenance and Repair. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Declarant, as to the Property, the Association, and the Architectural Control Committee shall have the right, but not the obligation, at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; to paint, repair, or otherwise maintain any Improvements in need thereof; and to charge the cost thereof to the Owner of the Lot in the same manner as provided for the Association below.

3.9. Antennae. No exterior radio or television antenna or aerial or satellite dish receiver which is visible from any other Lot or street shall be erected or maintained on any Lot without obtaining the prior written consent of the Architectural Control Committee. The foregoing notwithstanding, in the event the absolute prohibition of such antenna or receivers is invalidated or held to be unenforceable in any respect, then no exterior radio or television antenna, satellite dish or similar device shall be permitted to be erected or placed on any Lot (i) unless the same is screened (by appropriate landscaping or other approved screening materials) from view from adjoining Lots, streets and other portions of the Property, and (ii) towers of any type taller than ten feet (10') shall be prohibited, and (iii) satellite dishes or similar receivers over eighteen inches (18") inches in diameter shall be prohibited.

3.10. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, except for (i) signs which are part of Declarant's, or another Developer's overall marketing or construction plans or activities for the Property, and (ii) one (1) sign of not more than six (6) square feet, advertising any Lot for sale or rent.

3.11. Tanks. No elevated tanks of any kind or above-ground swimming pools shall be erected, placed or permitted on any Lot.

3.12. Temporary Structures/Accessory Buildings. No tent, shack, or other temporary building, improvement, or structure, including pre-fabricated sheds or the like, shall be placed upon the Property without the prior written approval of the ACC. The foregoing notwithstanding, (i) with respect to development of those portions of the Property intended for residential use and for the construction of Houses, temporary structures necessary for storage of tools and equipment and for office space for architects, builders, superintendents, and foremen during actual construction and for sales offices for the sale of such Houses may be maintained so long as such temporary construction and sales structures are maintained in good condition with appropriate landscaping and have the prior approval of the Architectural Control Committee, including approval to include the nature, size, duration, and location of such structure.

3.13. Unightly Articles; Vehicles. No article deemed to be unsightly by the ACC shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, sports equipment (such as volleyball nets or soccer goals) and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each detached single family residential structure constructed within the Property shall have sufficient garage space, as approved by the ACC, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures

or appropriately screened from view. No (i) racing vehicles, or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property. No vehicles larger than a standard one (1) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Property.

3.14. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, recreational vehicles, boats, vessels or personal watercraft shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares for more than six (6) days in any calendar month.

3.15. Prohibited Conduct. No portion of the Property shall be used for illegal conduct, or for any activities in violation of the laws of the State of Texas or the United States of America or of the police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Property.

3.16. Control of Sewage Effluent. No outside toilets or privies shall be permitted. Disposal of wastewater from any Lot that would result in raw, untreated, or partially treated sewage being carried into the streets of the Property or into any body of water is strictly prohibited.

3.17. No Window Units. No window or wall type air conditioner which is visible from any street in the Property shall be permitted to be used, placed or maintained on or in any building in any part of the Property.

3.18. Compliance with this Master Declaration. Each Owner shall comply strictly with the provisions of this Master Declaration as the same may be amended from time to time. Failure to comply with any of the restrictions set forth in this Master Declaration shall constitute a violation of this Master Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by Declarant, the Architectural Control Committee, or the Board on behalf of the Association. An Owner violating of this Declaration shall also be subject to a fine levied by the Board on behalf of the Association, as more fully set forth herein.

3.19. Liability of Owners for Damage to Common Area and Facilities. No Owner shall in any way alter, modify, add to or otherwise perform any work upon any Common Area and Facilities without the prior written approval of the Board. Each Owner shall be liable to the Master Association for any and all damages to (i) any Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in Article VII hereof, including, but not limited to foreclosure of such lien.

3.20. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms or provisions contained in this Master Declaration. 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 indemnify and hold harmless Declarant harmless therefrom.

ARTICLE IV
USE AND CONSTRUCTION RESTRICTIONS

The following shall apply to all Lots; however, in the event that a Subordinate Declaration has more restrictive provisions, then the Subordinate Declaration shall control.

4.1. Approval for Construction. No improvements shall be constructed on any Lot without the prior written approval of the ACC.

4.2. Residential Use. All Lots, unless dedicated to the Master Association as Common Area and Facilities, shall be improved and used solely for Residential Use, with detached Houses only, and a private garage for not less than two (2) cars nor more than three (3) cars, fencing and such other Improvements as are necessary or customarily incident to residential use and as are regulated hereunder.

4.3. Rentals. Nothing in this Master Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

4.4. Dwelling and Accessory Building Height. No single family dwelling greater than two (2) stories or thirty-five feet in height may be constructed on any Lot without the prior written approval of the ACC. No permitted accessory building shall be located nearer than seven and one-half feet (7.5') to an interior Lot line or exceed ten feet (10') in height and shall in any event be subject to the provisions of Section 3.12.

4.5. Fences and Sidewalks. Except as set out below, no fencing of any Lot is required. Any proposed fencing must be approved by the ACC in writing, and must be constructed of wrought iron and be at least six (6) feet in height, except that fences around pools may be four (4) to six (6) feet in height as approved by the ACC. As each of Lots 9-33 and 36, Block A, Lot 13, Block B and Lots 1, 6, 7 and 11, Block C are developed, the Owner(s) thereof must construct eight (8) feet tall cedar fences along the rear lot lines only. These fences shall be constructed with "appearance grade" 1X6 cedar pickets and with a minimum of three cedar runners and galvanized fence posts. The ACC may grant variances as to fence heights. Chain link fences are prohibited. All Lots shall be fenced so that the fence screens any air conditioning or other equipment on the exterior of the house, and, with respect to any portion of a wood fence which faces any existing or proposed street, the slats shall face the street. The Owner of each Lot shall construct, at its sole cost and expense and prior to occupying any improvement located on the Lot, a concrete sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on such Owner's Lot. The foregoing notwithstanding, if any of the Property is being maintained as agricultural property by the Owner thereof in accordance with its

specific rights under Section 3.6 above, then any other fencing may be used during such time period.

4.6. Dwelling Size: Building Materials. Unless otherwise provided in a Subordinate Declaration, all single-story detached main dwellings shall contain not less than Two Thousand Six Hundred (2,600) square feet of enclosed living space, and all two-story detached main dwellings shall contain not less than Two Thousand Eight Hundred square feet of enclosed living space, both exclusive of porches (open or covered), decks, and garages. No more than one (1) secondary building (guest home, workshop, garages etc.) may be allowed by the ACC on any Lot, provided that they must contain at least Four Hundred (400) and at most Two Thousand (2000) square feet of enclosed living space, exclusive of porches, decks or garages. All building materials shall be approved by the ACC, and only new building materials (except for used brick) shall be used for constructing any Improvements. Exposed metal roof decks which reflect light in a glaring manner such as galvanized steel sheets are specifically prohibited. Other roofing materials may be used with the prior written consent of the ACC, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, down spouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of a color approved by the ACC. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

The masonry requirements for single and two-story main dwellings shall be as follows:

The front, rear and side facades of all Houses will be one hundred percent (100%) masonry veneer construction, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors decorative trim, and trim work. At least seventy five percent (75%) of the veneer of the House shall be constructed of stone, brick or stucco. The remaining twenty five percent (25%) may be other masonry including, with approval of the ACC, hardiplank.

Roofs on any permanent structure constructed on a Lot shall be made of a minimum of thirty year composition shingles, provided that other materials of at least equal quality (such as clay tiles) may be permitted by the ACC.

All structures constructed on a Lot must be site-built on a concrete slab. The front façade of any secondary building constructed on a Lot shall match the front façade of the main dwelling on the Lot. The remaining facades of any secondary building may be constructed of metal or other materials, if approved by the ACC.

4.7. Alteration or Removal of Improvements on Lots. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement on a Lot (including exterior paint colors) or the removal of any Improvement on a Lot shall be performed only with the prior written approval of the ACC.

4.8. Garbage Containers. The ACC shall have the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash collection service.

4.9. 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 such provision is approved by the Architectural Control Committee.

4.10. Construction Activities. This Master 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 Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

4.11. Landscaping. "Landscaping" means any modification to a Lot, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, nonstructural retaining walls, and introduced vegetation. The front and side yards of all Lots, from the front property line to the rear wall of the house, shall be fully sodded or planted with St. Augustine, Bermuda, Prairie Buffalo Grass or other sod approved by the ACC and at least two (2) trees shall be in each front yard of each Lot (which may include trees on the Lot prior to construction of the residence) prior to the occupancy of the residence located on the Lot (the "Required Landscaping"). Required Landscaping shall be installed before the primary building Improvement is occupied. Landscaping which has been installed in any Lot shall be properly maintained at all times. Grasses and weeds shall at no time be allowed to exceed 6" in height on developed lots. Recommendations by the Architectural Control Committee or any ACC with respect to tree disease control must be followed immediately. Notwithstanding anything to the contrary contained in this Master Declaration, any Lot may remain "natural" prior to any Improvement being constructed on the Lot, provided that no trash or debris may be allowed to accumulate on the Lot at any time.

4.12. Construction in Place. All dwellings, structures, buildings and swimming pools constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the ACC.

4.13. Location of Improvements. Except as set out in Section 4.14 below, no buildings or other Improvements shall be located on any Lot nearer to the front Lot line than fifty feet (50'). Garages for detached Houses must be "side-entry" garages, such that the garage doors do not face the street on which the Lot fronts. No building shall be located on any Lot nearer than

thirty feet (30') to any rear Lot line. No building shall be located on any Lot nearer than fifteen feet (15') to any side lot line of a Lot, and no driveway shall be located nearer than one foot (1') to any side lot line of a Lot. The front façade of any permitted accessory or secondary building shall be located at least fifty feet (50') farther from the front lot line than the front façade of the main dwelling situated on the Lot. For the purposes of this Master Declaration, eaves, air conditioning equipment pads, fireplaces, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Propane tanks must be situated within the applicable setback requirements for an Improvement on a Lot and must be buried or otherwise shielded from view on all sides from neighboring lots and public roads. Plans to shield the view of any propane tank must be approved by the ACC. Notwithstanding the general guidelines herein set forth as to location of Improvements upon the Lot, it is the intention of Declarant to establish the importance of locating the Improvements so as to preserve existing natural trees, vegetation and topography to the extent reasonable and practical. The ACC shall be specifically empowered to enforce, or to grant variances with respect to, these guidelines so long as the location of the Improvements will not conflict with any Plat or zoning ordinance or encroach upon any other Lot, utility easement, or public right-of-way or result in any building being located closer than ten feet (10') from the primary dwelling structure on another Lot.

Driveways must be constructed of concrete and must be between ten feet (10') and twenty-four feet (24') in width. Any culverts or other drainage must be constructed to engineered specifications and must be approved by the ACC.

4.14. Exceptions as to Specific Lots. As to each of Lots 9, 10, 29 and 30, Block A of the Subdivision, no building shall be located nearer than ten feet (10') to any side lot line of such Lot, and as to each of Lots 6 and 7, Block C of the Subdivision, driveways (but not buildings or other improvements) may be located as close as zero feet (0') to a side lot line of such Lot, subject to requirements of the Plat of the Subdivision.

4.15. Composite Building Site. Any Owner or one or more adjoining Lots may consolidate such Lots into one single-family residence building site, and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter resubdivide the consolidated Lots without the prior written approval of the ACC.

4.16. Public Utility Easements. Certain utility easements shown on the Plats ("Utility Easements") have been dedicated to the public use. The maintenance of any sidewalk, paving or other permitted Improvement on the Utility Easements is the responsibility of the Owner. No buildings, decks, pools, or spas shall be constructed, reconstructed, or placed upon, over, or across the Utility Easements except with the consent of the ACC and of each utility company using such Utility Easement.

ARTICLE V
INTENTIONALLY DELETED

ARTICLE VI
COMMON AREA AND FACILITIES

6.1. Common Area and Facilities. No land within any Common Area and Facilities, if any are constructed or dedicated, shall be improved, used or occupied, except in such manner as shall have been approved by a two-thirds vote of the Board, with the same quorum as required for Special Assessments herein. Such required approval shall extend to the nature and type of use, occupancy and improvement. Notwithstanding the foregoing provision, during the time that Declarant or any Developer owns Lots within a Subdivision, Declarant, or any Developer shall have the right to construct Improvements within the Common Areas within the Property owned by such Person, including park areas, if any, without the consent of the Master Board or the Master Association. Access to any Common Area and Facilities may be limited to Owners currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-owners, all upon such terms and conditions as the Master Board may determine. Access to Amenities Centers shall be limited to Owners current on all Assessments.

6.2. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Master Association shall be entitled to participate in the proceedings incident thereto. The expense of participation in such proceedings by the Master Association shall be a common expense to be paid out of Assessments. The Master Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Master Association, in its discretion, deems necessary or advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Master Association. The Master Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of condemnation.

6.3. Amenities Centers. All Amenities Centers and/or Mailbox Centers, if any are constructed or dedicated, shall be designed by an architect selected by the ACC. Improvements and landscaping on all Amenities Centers shall be consistent in design, style and appearance.

ARTICLE VII
THE MASTER ASSOCIATION

7.1. Organization. Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association (the "Association"). The Master 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 Master Articles and Master Bylaws or in this Declaration. Neither the Master Articles nor Master Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2. Membership. Any Person upon becoming an Owner shall automatically become a Member of the Master Association. Membership shall be appurtenant to and shall run with the ownership of the Lot 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 Lot.

7.3. Voting Rights. There shall be two classes of membership for purpose of voting on any Master Association matter.

(a) The Class A Members shall include each Owner of a Lot within the Property and each such Owner shall have one (1) vote for each Lot owned.

(b) The Class B Members shall be Declarant. The Class B Membership of Declarant, shall convert to a Class A Membership upon the earlier to occur of (i) such time as Declarant owns less than twenty-five percent (25%) of the original Declarant Property, or (ii) twenty (20) years from the date of this Declaration. Each Class B Member shall have ten votes for each acre of the Property owned by such Class B Member.

Where a Lot is held jointly or in common by more than one (1) Owner, such Owners thereof shall designate one (1) Owner among them who shall be entitled to cast such vote and no other person shall be authorized to vote in behalf of such property interest except by proxy signed by such Owners. A copy of such written designation shall be filed with the Master Board before any such vote may be cast, and, upon the failure of the Owners thereof to file such designation, such vote shall neither be cast nor counted for any purpose whatsoever.

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

(a) *Rules and Bylaws.* To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Master Association Rules and Master Bylaws. The content of the Master Rules and the Master Bylaws may be established by the Master Board, provided the same are not in conflict with this Declaration.

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

(c) *Records.* To keep books and records of the Master Association's affairs.

(d) *Assessments.* To levy assessments as provided in Article X below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article X 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 a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon, for the purpose of enforcing this Master Declaration or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to this Master Declaration and the restrictions herein, and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and 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 the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article X hereof for regular and special assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name 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 this Master Declaration. The Master Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Master Declaration; provided, however, that the Master Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns.

(f) *Levy of Fines.* To levy a fine against any person or Owner violating this Declaration, not to exceed Fifty Dollars (\$50.00) per day for each day such violation continues after the fifteenth (15th) day after the date on which written notice of such violation by the Master Association is given to the Person or Owner violating this Declaration. Any such fine shall be the personal liability of the Person or Owner against whom such fine is levied, and the Association shall be entitled to recover reasonable attorney's fees and court costs in any action to collect such fine. All fines collected by the Association may be used for any lawful purpose of the Association.

(g) *Suspension of Rights and Privileges.* To suspend any and all rights and privileges which such person or Owner may have under this Declaration and/or as an Owner, including, but not limited to, the privilege to use Amenities Centers.

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

(i) *Association Management.* To retain and pay for the services of a manager to manage and operate the Master Association, the Common Area and Facilities, to the extent deemed advisable by the Master Board. To the extent permitted by law, the Master Association and the Master Board may delegate any duties, powers, and functions to the manager.

7.5. Common Area and Facilities. Subject to and in accordance with this Master Declaration, the Master Association, acting through the Master Board, shall have the following duties:

- (a) To accept, own, operate and maintain any Common Areas and Facilities which may be conveyed or leased to it by Declarant, or any Developer, or any joint venture of any two or more of the foregoing, 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 or personal, conveyed or leased to the Master Association by Declarant, or any Developer, or any joint venture of any two or more of the foregoing, and to maintain in good repair and condition all lands, improvements and other Master Association property owned by or leased to the Master Association. Such maintenance shall include, but not be limited to, painting, 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 Common Area and Facilities or any other property owned by or leased to the Master Association to the extent that such taxes and Assessments are not levied directly upon the Members of the Master Association. The Master Association shall have all rights granted by law to contest the legality of the amount of such taxes and Assessments.
- (c) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death cause by the use and enjoyment of the Common Area and Facilities. Such insurance shall be in an amount as the Master Board shall deem appropriate.
- (d) To grant and convey to any person or entity any Common Area and/or any interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of same for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:
 - (i) roads, streets, walks, driveways, parking lots, trails, and paths;
 - (ii) lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
 - (iii) sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or
 - (iv) any similar Improvement or facilities.

Nothing in this subparagraph (d) shall be construed to permit the use or occupancy of any Improvement or other facility in any way which would violate other provisions of this Master Declaration.

- (e) To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Common Area and Facilities in accordance with this Master Declaration.
- (f) To construct new Improvements or additions to the Common Area and Facilities, subject to the approval of the Architectural Control Committee.
- (g) To borrow money and to mortgage, pledge or hypothecate any or all of the Common Area and Facilities as security for money borrowed or debts incurred subject to the limitation set forth in this Master Declaration.

7.6. Master Board Membership. The Master Board shall be comprised of three (3) persons, determined as follows:

- (a) *Lot Owners.* The Lot Owners (including the Declarant for so long as it owns any Lot) shall, pursuant to Association Rules, elect one voting representative to the Master Board.
- (b) The Declarant shall, until the Build-Out Date, appoint two (2) voting representatives to the Board. After the Build-Out Date, all three voting representatives of the Master Board shall be elected by the Lot Owners.

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

(a) *Rules and Bylaws.* To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Association Rules and Bylaws. The content of the Rules and the Bylaws may be established by the Board, provided the same are not in conflict with this Declaration or the Master Declaration.

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

(c) *Records.* To keep books and records of the Association's affairs.

(d) *Assessments.* To levy assessments as provided in Article IX below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article IX 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 a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon, for the purpose of enforcing this

Declaration or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to this Declaration and the restrictions herein, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and 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 the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article IX hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name 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 this Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant or the Master Declarant, or their respective successors or assigns.

(f) *Levy of Fines.* To levy a fine against any person or Owner violating this Declaration, not to exceed One Hundred Dollars (\$100.00) per day for each day such violation continues after the date on which written notice of such violation by the Association is given to the Person or Owner violating this Declaration. Any such fine shall be the personal liability of the Person or Owner against whom such fine is levied, and the Association shall be entitled to recover reasonably attorney's fees and court costs in any action to collect such fine. All fines collected by the Association may be used for any lawful purpose of the Association.

(g) *Suspension of Rights and Privileges.* To suspend any and all rights and privileges which such person or Owner may have under this Declaration and/or as an Owner, including, but not limited to, the privilege to use Amenities Centers.

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

(i) *Association Management.* To retain and pay for the services of a manager to manage and operate the Association and any Common Area and Facilities, operation of which may be delegated to the Association by the Master Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the manager.

(j) 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. THE MEMBERS OF THE ASSOCIATION HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS 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.

7.8. *Indemnity.* To the maximum extent permitted by Article 2.22A of the Texas Non-Profit Corporation Act (the "Act") (without regard, however, to Section Q of such Article), the Association shall indemnify any person who is or was a director or officer of the Association

against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with a proceeding (as defined in Article 2.22A) because of that person's service or status as a director or officer. Further, the Association shall pay or reimburse reasonable expenses incurred by a director or officer who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Article 2.22A; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in Section K of Article 2.22A may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in such Section. Further, the Association may indemnify, and may reimburse or advance expenses to or purchase and maintain insurance or any other arrangement on behalf of, any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with Article 2.22A and other applicable law, as the Board may from time to time determine. The provisions of this Section shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this Section shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Association in accordance with the provisions of this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

8.1. Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting Members serving in an advisory Government ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Control Committee: **Matthew Trammell, Charles Trammell and Brian Barnes.**

8.2. Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members.

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

8.4. Term. Each Voting Member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

8.5. Appointment. Declarant, and its respective successors or assigns, shall have the right to appoint and remove all Voting Members of the Architectural Control Committee so long as there is a Class B Membership. Declarant may assign this right to the Master Board at any time prior to the termination of the Class B Membership by written instrument. Thereafter, the Master Board shall have the right to appoint and remove all Voting Members of the Architectural Control Committee.

8.6. Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Master 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.

8.7. Review of Proposed Construction. Whenever in this Master Declaration the approval of the Architectural Control 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 to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Master Declaration, and perform such other duties assigned to it by this Master Declaration or as from time to time shall be assigned to it by the Master Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may review Plans and Specifications for its review and such other information as it deems proper. Until receipt by the Architectural Control Committee of any information or documents deemed necessary by the Architectural Control Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior fixtures, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Control 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 Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control 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.

8.8. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Master Declaration, when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not impair or detract from the general development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. Anything herein to the contrary notwithstanding, the Architectural Control Committee is hereby authorized, at its sole discretion, to waive any requirements relating to garages (including size), fences and setbacks and other

matters with the exception of carports, dwelling size and masonry requirements and such decision shall be binding on all Owners of Property encumbered by this Master Declaration. All variances must be evidenced by written instruments in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Control Committee. The granting of such variance shall not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and 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.

8.9. Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Control Committee taken without a meeting shall constitute an act of the Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Architectural Control Committee fails to respond to a request for approval of Plans and Specifications within forty-five (45) days of receipt of all required information, the Architectural Control Committee shall be deemed to have approved such Plans and Specifications.

8.10. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control 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 whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

8.11. Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. The Architectural Control Committee may delegate this authority to an architect chosen by the ACC.

8.12. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at such address as may be designated from time to time.

8.13. Fees. The Architectural Control Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

8.14. Delegation to Board. At any time before the Build-out Date, the Architectural Control Committee, in its sole and absolute discretion, may refer to the Board for review, approval, or other action or decision any matter presented to the Architectural Control Committee by any Owner. In such event, the Board will make any decision, grant or withhold any approval, or take such other action as may be requested and/or required in accordance with the Master Declaration, this Declaration, and any rules adopted by the ACC. In the event of any such referral to the Board, the Board shall have all rights of the Architectural Control Committee granted. Any such decision, approval, rejection, or other action taken by the Board pursuant to this Section 8.15 shall be binding on the Owner as if made or taken by the Architectural Control

Committee.

ARTICLE IX
FUNDS AND ASSESSMENTS

9.1. Assessments. The Master Association may from time to time levy Assessments against each Lot that has been improved. The level of Assessments shall be equal and uniform between all improved Lots. For purposes of this section, a Lot shall not be considered to be "improved" until a house or permitted building has been constructed thereon. No Assessments hereunder shall be levied against any unimproved Lot.

(a) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(b) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

9.3. Regular Annual Assessments. Prior to the beginning of each fiscal year, the Master Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under this Master Declaration, which shall be limited to the costs incurred pursuant to the powers granted in Section 8.4, the duties set forth in Section 8.5 and the costs of enforcing this Master Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Master 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 Master 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 Master 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 Master Board may designate in its sole and absolute discretion.

(a) *Initial Assessments.* In no event shall the regular annual Assessments per Lot for the year 2018 exceed the sum of \$300. Thereafter, at the Master Board's sole and absolute discretion, the maximum regular annual Assessment per Lot permitted hereunder may be

increased by no more than five percent (5%) per year, unless approved by at least two-thirds of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Any increase in regular annual Assessments shall be applied uniformly to all Lots.

9.4. Special Assessments. In addition to the regular annual Assessments provided for above, the Master Board may levy special Assessments to enable the Master Board to carry out the mandatory functions of the Master Association under this Master Declaration, upon the approval of at least two-thirds of the Members at a meeting called for that purpose, by adequate notice, with at least sixty percent (60%) of the Members or their proxies present at said meeting. If sixty percent (60%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for said second meeting shall be thirty percent (30%) of the Members or their proxies.

9.5. 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 Assessment, the Owner of the Lot shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the Assessment, from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

9.6. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 11.5 hereof and the cost of collection, including attorneys fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of 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 of record, securing in either instance sums borrowed for the improvement of the lot in question. The Master Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Master Board and such subordination must be signed by a duly authorized officer of the Master Association. To evidence the aforesaid Assessment lien, the Master 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 a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the priority given above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Master Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Master Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses and reasonable attorneys fees incurred. The Master 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 Master Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

9.6.1. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Master Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Texas Property Code §51.002 (as the same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, expressly GRANTS, BARGAINS, SELLS, AND CONVEYS to the President of the Master Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Assessment, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Master Association and attested to by the Secretary of the Master Association and filed in the Office of the County Clerk of Williamson County, Texas. In the event of the election by the Master Board to foreclosure the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Master Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Williamson County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., within three hours of the time designated in the notice of such sale, to the highest bidder for cash at public venue after the trustee and the Master Board, respectively, shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Williamson County, Texas and in addition, the Master Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Master Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent

address as shown by the records of the Master Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

- 9.6.2. At any foreclosure, judicial or non-judicial, the Master Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys fees, and to apply as a cash credit against its bid all sums due to the Master Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.
- 9.6.3. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code §51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said §51.002 hereafter, which amendment is applicable hereto, the President of the Master Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this Master Declaration filed in the office of the County Clerk of Williamson County, Texas, amend the provisions hereof so as to comply with said amendments to §51.002.
- 9.6.4. Notwithstanding anything herein, in no event shall foreclosure pursuant hereto extinguish any lien for Assessments arising under a Declaration, which lien shall continue to be enforceable against the applicable Lot and which Assessments, if any are due and payable, shall be paid by the Master Association at the time it forecloses its lien hereunder.

ARTICLE X
EASEMENTS

10.1. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Master Declaration are incorporated herein by reference and made a part of this Master Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant, as to the Declarant Property, reserve the right to make changes in and additions to the said easements and for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including without limitation, gas,

water, electric, telephone and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of ten (10) feet (provided, however, that easements along side yard lot lines shall straddle such lot lines with five (5) feet on each of the adjoining Owner's Lots).

10.2. 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, wastewater, gas, telephones, and electric lines 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 line, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated (i) on any Common Areas and Facilities until approved by the Architectural Control Committee, or (ii) on any portion of the Property subject to a Declaration until approved by the ACC. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on any Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

10.3. 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 Control Committee thereon, require. Each Owner further covenants not to disturb or displace any trees other vegetation within the drainage easements as defined in this Master Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee.

10.4. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, Declarant, any Developer, or any supplier of any utility service using any easement area shall not be liable to any Owner or to the Master Association or any Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

10.5. Common Area and Facilities. Each Owner shall have a non-exclusive easement for use and enjoyment in and to all Common Area and Facilities, if any are constructed, 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 Master Association to suspend the Owner's voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;

(b) The right of the Master Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds vote of each class of Members who are voting in persons or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein;

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

(d) The right of the Master Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and

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

ARTICLE XI
MISCELLANEOUS

11.1. Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2045, unless amended as herein provided. After December 31, 2045, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 11.02. below.

11.2. Amendment/Extinguishment. This Master Declaration may be amended or extinguished by the recording in the Williamson County Official Records of an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment or extinguishment and certifying that such amendment or extinguishment has been approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 8.3 hereof for the first twenty years from the date hereof, and by seventy-five percent (75%) of said Owners thereafter.

11.3. Notices. Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

11.4. Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate the fundamental concepts of the Property set forth in this Master Declaration. This Master Declaration shall be construed and governed under the laws of the State of Texas.

11.5. Exemption of Developers. Notwithstanding any provision in this Master Declaration to the contrary, the activities of a Developer with respect to the development of such Developer's property shall not in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of a Developer to excavate and grade, to construct any and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

11.6. Nonliability of Architectural Control Committee and Master Board Members. Neither the Architectural Control Committee, nor any member thereof, nor the Master Board, nor any member thereof, shall be liable to the Master Association, any Association (or the board thereof) or to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Architectural Control Committee's or the Master Board's respective duties under this Master Declaration.

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

11.8. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, Declarant, any Declarant, the Master Board, and any Association Board shall have the right to enforce all of the provisions of this Master Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision, and any party prevailing any action to enforce this Master Declaration shall be entitled to recover reasonable attorney's fees incurred by such party in such enforcement action. The failure to enforce any provision of this Master Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions. The Master 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 with this Master Declaration.

11.9. Construction. The provision of this Master Declaration shall be deemed and 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 provisions or portion thereof. 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. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

Executed to be effective April 25, 2018.

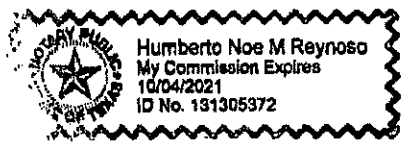
DECLARANT:

TRIBARLP6
a Texas limited partnership

By: Brian Barnes
Brian Barnes, General Partner

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 26 day of April, 2018, by Brian Barnes, General Partner of TribarLP6, a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public - State of TEXAS

CONSENT, APPROVAL, AND SUBORDINATION BY LIENHOLDER

The undersigned, being the owner and holder of a note or other obligation secured by one or more liens against a portion of the Tesoro Subdivision, hereby consent to and approve this Master Declaration. The undersigned hereby subordinates and makes inferior any lien or security interest held by the undersigned against any portion of the Tesoro Subdivision to this Master Declaration.

Lienholder:

Chasco Constructors, Ltd., LLP

Deed of Trust:

[Handwritten Signature]
Charles King

Dated September 8, 2017, recorded under Document No. 2017083826, Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 26 day of April, 2018, by Charles R. King, as Vice President of Chasco Constructors, Ltd., LLP, a Texas limited liability partnership (Lienholder).




[Handwritten Signature]
Notary Public - State of TEXAS

① Brian Barnes
PO BOX 66603
Austin, TX 78766

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2018034948

REST Fee: \$137.00
04/26/2018 12:41 PM MBARRICK



[Handwritten Signature]
Nancy E. Rister, County Clerk
Williamson County, Texas