

**2022 SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §

COUNTY OF HAYS §

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions is made to be effective as of the date set forth below.

RECITALS:

1.1 By Declaration of Covenants, Conditions and Restrictions dated September 27, 1994 recorded in Volume 1109, Page 462, the Amended and Restated Declaration dated February 14, 1995 recorded in Volume 1132, Page 154 et seq of the Official Public Records of Hays County, Texas (collectively, the "Prior CCRs"), Amendments to Declaration, Rules, and Bylaws of Triple Creek Ranch dated September 24, 2018, recorded in document number 18035634, of the Official Public Records of Hays County, Texas, Declarant Arrowhead Triple Creek, LTD., as the owner of that certain 285.28 acre subdivision in Hays County, Texas known as "Triple Creek Ranch" according to the map or plat thereof recorded in Volume 6, Pages 231-233, Plat Records of Hays County, Texas (as platted, the "Property"), and the Association, imposed certain restrictions and conditions upon the Property.

1.2 Declarant thereafter limited the Subdivision to the 135.972 acres platted as Triple Creek Ranch Section One, and removed the remainder of the 285.28 acres from the Property governed by the Prior CCRs. Subsequent thereto, the term "Property" shall mean and refer to the 135.972 acres in Triple Creek Ranch Section One, as more fully defined below in paragraph 1.22.

1.3 The owners of at least 67% of the Lots subject to the Prior CCRs have consented to amend the Prior CCRs to better protect and safeguard the Property and to insure the best and highest use and the most appropriate development and improvement of each lot.

NOW, THEREFORE, the Association hereby declares that this Agreement shall amend, supersede and replace the Prior CCRs, and (i) that the 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 shall run with the Property, shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party;

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 easements, covenants, conditions and restriction regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE 1 DEFINITIONS

1.1 "Architectural Control Committee" shall mean the committee created pursuant to Article 6 hereof. Such Architectural Control Committee shall hereinafter sometimes be referred to as the "ACC" or the "Committee."

1.2 "Architectural Control committee Rules" shall mean such rules as are adopted by the ACC pursuant to the authority contained in Article 6 hereof.

1.3 "Articles" shall mean the Articles of Incorporation of Triple Creek Ranch Homeowners' Association, Inc., filed in the office of the Secretary of State of the state of Texas, as from time to time amended.

1.4 "Assessment" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.5 "Association" or "Homeowners' Association" shall mean Triple Creek Ranch Homeowners' Association, Inc., a Texas non-profit corporation.

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

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

1.8 "Commencement of Construction" shall mean the first on site work for construction, including, but not by way of limitation, clearing of trees, excavation or site preparation for the purpose of constructing a foundation.

1.9 "Common Facilities" shall mean and refer to all existing and subsequently provided Improvements upon or within the Common Properties except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of Improvements for the use and benefit of all owners constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which is not a part of the Common Properties. By way of illustration, Common Facilities shall include, but not necessarily be limited to, the following: structures for recreation, storage for protection of equipment, fountains, common driveways, electronic gates, bridges, landscaping, street lights, utility equipment, water pumps, any private roads, any roads which as of the date of this Declaration are public but which subsequently become private roads, private access easements, and any portions of public roads not accepted for maintenance by Hays County, and common drain fields for septic facilities and other similar and appurtenant improvements. References herein to the "Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all supplemental Declarations.

1.10 "Common Properties" shall mean and refer to all those areas of land within the Property as shown on the Subdivision Plat, save and except (i) all of the Lots and (ii) the dedicated public streets shown thereon; said Common Properties, any areas designated as Greenbelt Areas, any access easements, any Recreational Easements, common easements across said Lots, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

1.11 "Creek Areas" shall mean the areas designated on the Subdivision Plat as Barton Creek or its tributaries.

1.12 "Declarant" shall mean Arrowhead Triple Creek, Ltd., a Texas limited partnership.

1.13 "Declaration" shall mean the covenants, conditions, and restrictions herein set forth as the same may be amended from time to time.

1.14 "Development Plan" shall mean the plan for development of a Lot which is required to be submitted to the ACC pursuant to Article 6 hereof.

1.15 "Drainage Easements" and "Conservation Easements" shall be the areas designated on the Subdivision Plat as Drainage Easements or Conservation Easements and shall include any creeks, streams, sedimentation basins or bar ditches thereon designated or constructed.

1.16 "Greenbelt Area" shall be the areas designated as such on the Subdivision Plat which shall be used according to the provisions in this Declaration, as same may be amended from time to time, as well as any rules adopted by the ACC.

1.17 "Improvements" shall mean the buildings, garages, carports, streets, roads, antennas, driveways, parking areas, walls, hedges, plantings, planted trees and planted shrubs, lighting and all other structures or landscaping improvements of every kind and type affecting the natural conditions of the Property or the drainage of surface waters on, across or from the Property.

1.18 "Lot(s)" shall mean each parcel of land shown as a Lot on the Subdivision Plat and designated on said plat by a separate number, or any subsequent resubdivision or revision thereof; provided, however, that for purposes of any and all rights and obligations of an owner hereunder, an owner of two or more adjacent Lots, only one of which has material improvements located thereon, may take such actions as necessary to have the Lots legally resubdivided as one Lot, or may elect to have all or some of such Lots deemed to be one Lot by executing and filing a covenant not to materially improve more than one of the Lots, with such covenant in a form acceptable to Declarant or to the Association, if the Association has succeeded to the rights and obligations of Declarant as provided herein, and given written notice of such covenant to Declarant or to the Association as above indicated. Such covenant shall be effective until the earliest of the following:

1.18.1 The date one of the Lots is sold;

1.18.2 The date the Owner files any document purporting to revoke or otherwise terminate the covenant not to materially improve; or

1.18.3 The date material improvements are placed on one of the Lots covered by the covenant not to materially improve.

1.19 "Members" shall mean and refer to all those Owners who are members of the Association as provided in this Declaration, together with all the owners who are members of the Association as provided in all Supplemental Declarations.

1.20 "Owner" and "Owners" shall mean and refer to the recorded Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Any reference herein to Owner and/or Owners shall include Owner and/or Owners as defined herein and as defined or included in any Supplemental Declaration.

1.21 "Private Waste Disposal Systems" shall mean any septic tank, tank, septic system, evapotranspiration or other system for the disposal of sewage or waste from a residential structure, including all pipes, fittings, lines and other related equipment or attachments thereto.

1.22 "Property" shall mean and refer to that certain 135.972 acres of land described in the Amended Plat of Triple Creek Ranch Section One, recorded in Volume 6, pages 308-312 of the Plat Records of Hays County Texas, including without limitation, all Recreational Easements, Drainage Easements, Conservation Easements, Common Properties, Common Facilities, Greenbelt Area, Creek Areas, Lots, streets, and aerial and subsurface rights appurtenant thereto, and such additions thereto as may hereafter be annexed.

1.23 "Recreational Easements" shall be and include all those areas on or across any Lot or any portion of the Property, as designated by separate document by Declarant, its successors and assigns, subject to the limitations of this Declaration, or as indicated on any current or subsequently recorded plat of the Property or a portion of the Property, which shall only be used for recreational purposes.

1.24 "Single Family Residential Use" shall mean the occupation of a Single Family Residential Structure as the occupant's Primary Residence or Secondary Residence by a single person, or a group of persons related by blood, marriage, or adoption (a "Single Family") (including foster children, domestic partners, and domestic servants also occupying the Single Family Residential Structure as their Primary Residence or Secondary Residence with the Single Family), in conformity with this Declaration and the requirements imposed by applicable zoning laws or any other State, County, or Municipal laws, rules, regulations, codes or ordinances. "Single Family Residential Structure" shall mean a Structure used for Single Family Residential Use. "Primary Residence" shall mean the Single Family Residential Structure in which the majority of the following criteria are met: the Single Family Residential Structure (i) where occupant spends the majority of time, (ii) listed on occupant's state driver's license or

identification card, (iii) listed in property tax records as occupant's homestead, (iv) listed as occupant's home address on federal income tax returns, (v) listed on utility accounts/bills, (vi) listed on debt instruments, and (vii) listed on loan applications. "Secondary Residence" shall mean use of a Single Family Residential Structure for at least four months per year by an Owner who has previously occupied the Single Family Residential Structure as a Primary Residence.

1.25 "Structure" shall mean anything erected, constructed, placed, laid or installed in, on, or over a Lot, the use of which requires a location on or in the ground, but not including vegetation, trees, shrubs or plantings.

1.26 "Subdivision Plat" shall mean that certain recorded map or plat covering any or all of the Property referred to in this Declaration, or annexed hereto, as well as any other later filed maps or plats relating thereto, provided that any and all such maps or plats recorded after the original Triple Creek Ranch Subdivision plat shall have first been approved in writing by the Association prior to being recorded.

1.27 "Supplemental Declaration" shall mean any Supplemental Declaration of Covenants, Conditions, and Restrictions bringing or adding additional property within the scheme of this Declaration under the authority in Article 2 hereof. References herein (whether specific or general) to provisions set forth in any "Supplemental Declaration" shall be deemed to relate to all property covered by this or any Supplemental Declaration, unless otherwise expressly provided herein or therein.

1.28 "Triple Creek Ranch Subdivision" or "Subdivision" shall mean and refer to that certain 135.972 acre subdivision known as "Triple Creek Ranch Section One" recorded in Volume 6, Pages 308-312, Plat Records of Hays County, and all subsequently recorded plats of any portion of the 135.972 acres described herein, provided that any and all such maps or plats approved after the original Triple Creek Ranch Subdivision shall have (i) been made by the Declarant while the Declarant administered the Association, or thereafter, (ii) first been approved in writing by the Association prior to being recorded.

1.29 "Visible From Neighboring Property" shall mean that with respect to any given object, that such object is or would be in the direct line of sight of a person of average height standing on any part of a Neighboring Property. "Neighboring Property" shall be any portion of the land currently platted or which might be in the future platted as a portion of Triple Creek Ranch Subdivision.

ARTICLE 2 PROPERTY SUBJECT TO RESTRICTION

2.1 General Declaration. The Property in the Subdivision is and shall be held, conveyed, developed, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a common plan or scheme for the subdivision, improvement and sale of the Lots, and is established for the improvement and sale of the Lots, and is further established for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Subdivision and every part thereof. All of this Declaration shall run

with all of the Subdivision for all purposes and shall be binding upon and inure to the benefit of Declarant, all Owners and their respective successors in interest.

2.2 Description of Subdivision. The property subject to this Declaration is the Subdivision described in Section 1.22 and 1.28, respectively, hereof, together with any and all property added or annexed by supplemental Declaration at a subsequent time.

2.3 Adding and Removing Property Owned by Declarant. Declarant reserves, and shall at all times have the right, without consent or approval of any other person, to plat or replat the boundaries or dimensions of any Lot or other property owned by Declarant and may increase or decrease or change the size, shape, or dimensions of any Lot or other property owned by Declarant and may designate the Lot(s) or other property owned by Declarant which shall and shall not be entitled to the use and enjoyment of any of the Common Properties and other privileges, subject to the obligations of this Declaration; provided, however, nothing herein shall entitle Declarant to reduce the size of the areas designated as Common Properties or change Lot boundaries so as to increase the number of Lots within a platted area once a Subdivision Plat has been recorded. As additional properties are subdivided, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such additional plats or maps and the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all Properties in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration. Notwithstanding anything to the contrary in this section or this Declaration, neither Declarant nor the Association may increase the number of Lots entitled to the use and enjoyment of the Common Properties and other privileges beyond the number originally platted, all of which must be single family Lots; provided, however, such restriction as to use and enjoyment shall not apply to any private roads included in Common Properties. Use and enjoyment of the private roads included in the Common Properties shall be governed separately and may be extended to additional Lot Owners for the purpose of providing access to a dedicated or private street, pursuant to agreement by Declarant or the Association.

2.4 Other Additions. Upon the approval of the Association, which approval shall be given or withheld in the Association's sole discretion, the owner of any other property who desires to add it to the scheme of this Declaration and to subject it to jurisdiction of the Association, may file or record a Supplemental Declaration upon the satisfaction of the conditions and subject to the limitations specified in Section 2.3 above.

2.5 Temporary Administration. Intentionally deleted.

ARTICLE 3 LAND USE

3.1 Single Family Residential Use. All Lots, except Lots comprising any of the Common Properties, shall be used, improved, and devoted exclusively to Single Family Residential Use as defined in Article 1, Section 1.24.

3.1.1 Business Activity Prohibited. No Structure or Improvement may be built or used on any Lot: (i) as an income-producing property (except as permitted in paragraph 3.1.2.), (ii) for any commercial purpose (e.g., to market, promote, advertise, buy, sell, lease, trade, barter, or otherwise transact any good or service, or to market, promote, or support a business enterprise), except as expressly provided below, or (iii) for any other non-Single Family Residential Use. No trade or business may be conducted in, on, or from: (1) the Property, (2) any Lot, or (3) in the Triple Creek Ranch Subdivision except as follows: an Owner or occupant who is simultaneously occupying a Lot exclusively for Single Family Residential Use may conduct business activities within a Single Family Residential Structure on the Lot, in addition to the Single Family Residential Use of the Lot, so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Single Family Residential Structure; (b) the business activity otherwise strictly conforms to all terms and provisions in the Declaration; (c) the business activity does not involve visitation of the Lot by the general public, whether or not the related business is conducted on the Lot, or door-to-door solicitation of residents within the Triple Creek Ranch Subdivision; (d) the business activity is consistent with the Single Family Residential Use character of the Lots within the Triple Creek Ranch Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents within the Triple Creek Ranch Subdivision; and (e) the business activity is permitted under applicable City of Dripping Springs ordinances. Day care facilities, event venues, churches, synagogues, temples, or other places of worship, halfway houses, group homes (e.g. for elder care), nurseries, schools, pre-schools, temporary home exchanges, vacation rentals, short term rentals, VRBOs, Airbnbs, fractional ownership, time shares, bed and breakfasts, hotels, motels, any type of multi-family housing or lodging, and any type of transient housing or lodging, regardless of whether monetary or non-monetary commercial or personal benefit is received, distilleries, breweries, wineries, restaurants, food trucks/trailers, and the purveying of food or beverage, and similar facilities or uses are all expressly prohibited.

3.1.2 Restriction on Leasing. "Lease" shall be defined as occupancy of an entire Lot by any person other than the Owner, for which the Owner receives consideration or benefit, including but not limited to, a fee, service, gratuity, emolument, or other monetary or non-monetary commercial or personal benefit. The term "Lessee" shall mean and include one or more lessees under any Lease. No Lot, Improvement, or Structure, in whole or in part, may be leased, EXCEPT under the following conditions: (i) the Lease must include an entire Lot and state that the entire Lot shall be used and devoted exclusively for Single Family Residential Use, (ii) the term of any such Lease shall be no less than twelve consecutive months to any single Lessee, except an Owner

may Lease a Lot back to allow an immediately preceding Owner to continue occupying the Lot for Single Family Residential Use after closing for a term less than one year, (iii) the Lease shall be in writing and contain such terms as the Board may prescribe from time to time, (iv) prior to the commencement of any Lease term, the Owner shall provide to the Board: (1) contact information for each person who will reside on any leased property within the Triple Creek Ranch Subdivision under a Lease, including each such person's name, mailing address, phone number, and email address, and (2) the commencement date and term of the Lease, (v) the Owner shall provide a copy of this Declaration to the Lessee on or prior to the beginning of the Lease term, and the Lessee shall acknowledge, in writing, receipt of the Declaration and agree to abide by the terms of the Declaration, (vi) the Lease shall expressly provide that the Board, in its sole discretion, may require termination of the Lease by the Owner and eviction of the Lessee and all other occupants of the Lot in the event of a violation of the Declaration by the Lessee, any occupant, and/or any family, friends, or guests of the Lessee or any occupant that in the sole discretion of the Board justifies termination. The Lease of a Lot by an Owner does not relieve the Owner from the continuing duty and responsibility to ensure Lessee's compliance with the Declaration. The Owner shall be jointly and severally liable and responsible (along with the Lessee) for the Lessee's violations of the Declaration.

No Lease shall involve any of the expressly prohibited uses described in paragraph 3.1.1.

3.2 Development Plan. Each owner shall be required to submit a detailed Development Plan describing such matters as the ACC shall require from time to time, pursuant to the ACC Rules, and such plan must be approved in writing prior to the commencement of construction of any Improvement. No construction whatsoever, including, without limitation, site preparation, clearing of trees or excavation, shall commence without the prior written approval of the ACC. All construction and development shall comply strictly with the approved Development Plan. Any person purchasing any portion of the Property acknowledges that the breach or violation of this covenant is likely to result in irreparable harm to the rights and interests of other owners and that the ACC or the Association, on behalf of such owners, shall be entitled to injunctive relief, temporary or permanent, in order to prohibit such violation; provided, however, that this provision shall be in addition to any other remedies available hereunder or at law or equity.

3.2.1. In order to promote and insure uniformly high-quality construction, the ACC shall have the right to approve each individual home builder, and may at its sole election, disapprove and exclude any such builder. Individual owners who wish to serve as builder or general contractor for construction of their own homes will not be approved unless they are construction industry professionals who meet the other criteria herein. Builders who do not regularly and demonstrably construct high quality custom homes will not be approved.

3.2.2. The ACC is available to consider and accept, or reject any builder submitted while a Lot is under earnest money contract for sale. The ACC's approval of a specific builder may be a condition of closing if the Lot purchaser so specifies in writing not later than ten (10) days prior to closing.

3.3 Time for Construction.

3.3.1. Construction of any Structure or Improvement shall be continuous and shall proceed in an orderly fashion without interruption, and any such Structure or Improvement shall be completed in a reasonable time, not to exceed twelve (12) months from the Commencement of Construction; provided, however, that such twelve (12) month period may be exceeded so long as construction is diligently and continuously pursued thereafter, without interruption.

3.3.2 The foundation for any Structure or Improvement shall be completed as soon as is practically possible after the Commencement of Construction.

3.3.3 Materials and equipment necessary for construction, and all debris resulting from clearing or construction, shall be confined to the Lot and shall not be left on any other Lots, Common Properties or roadways.

ARTICLE 4 RESIDENTIAL STRUCTURES AND LOTS

4.1 Requirements. All Single Family Residential Structures shall be subject to the following requirements, and each enumerated item must be included in the Development Plan submitted and approved in writing by the ACC prior to the Commencement of Construction; provided, however, that the following requirements shall not be the sole basis for consideration by the ACC. (See Section 6.1 of this Declaration.) Once approved, no Structure or Improvement may vary from the Development Plan without further written approval of the ACC.

4.1.1 Setbacks. No Structures or other Improvements shall be located on any Lot nearer to the front Lot line than ninety feet (90'). The front of a primary dwelling Structure shall face the front of a similar structure across the street whenever feasible, and the Architectural Control Committee shall resolve any conflicts arising from this requirement and make the final determination with regard to the orientation of the front of Improvements upon any Lot. No Structure shall be located on any Lot nearer than fifty feet (50') to the edge of any bluff designated by the ACC. No Structure shall be located on any Lot nearer than forty feet (40') to the edge of any 100-year flood plain designated on the most current FEMA maps. Unless the structure is to be located on more than one Lot, no Structure shall be located nearer than forty feet (40') to an interior Lot line. No permitted out building shall be located nearer than forty feet (40') to an interior Lot line. For the purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a Structure; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. The foregoing notwithstanding, the front set back shall be seventy feet (70') on Lots 6, 7, 8, 9 and 10, Block B, Triple Creek Ranch Section One. The ACC shall have the right to individually impose a greater set back requirement from all Lot lines for any or all of the following purposes: (i) to preserve lines of sight of Neighboring Properties; and/or (ii) to provide conservation or wildlife buffer areas. Set back requirements apply to all structures and Improvements, including attached and detached decks, except that in the case of detached decks of less than eighteen inches

(1811) of elevation above ground level, the set back from the edge of any bluff shall be thirty feet (30'). No vegetation (native trees, shrubs and grasses) may be cleared or trimmed within ten feet (10') of the side lot line. The location of water wells and private waste disposal systems must be approved by the ACC in writing in advance of installation and their setbacks may exceed the front, side and rear setbacks previously specified in this Section 4.1. Notwithstanding the general guidelines herein set forth as to location of Improvements upon a Lot, it is important to locate 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 require or to grant variances with respect to these guidelines, so long as the location of the Improvements will not encroach upon any other Lot, utility easement, or public right-of-way or result in any Structure being located closer than eighty feet (80') from the primary dwelling Structure on another Lot.

4.1.2 Minimum Floor Areas. All Single Family Residential structures shall have a floor area of not less than two thousand three hundred (2,300) square feet, exclusive of porches (open and closed), patios, garages, carports, balconies or decks and, in the event of multiple story structures, at least one thousand four hundred (1,400) square feet of ground floor area, with a minimum total floor area of two thousand three hundred (2,300) square feet.

4.1.3 Height Limitations. The ACC shall have the right to impose limitations on the height of any Structure or Improvement to preserve lines of sight and views enjoyed by neighboring Lots. No structure will be approved with an exterior height of more than thirty-five feet (35'). No Structure will be allowed to exceed two stories.

4.1.4 Exterior Color Schemes and Materials. The ACC shall have the right to impose limitations on the exterior color and materials to be used in any Structure. This includes the color and materials of any roof, all of which shall have a non-reflecting finish. All homes will be minimum seventy-five percent (75%) masonry of rock, brick or stucco. All solar panels or devices must be constructed as an integral part of the Structure's architecture and approved by the ACC. Roofing materials are limited to tile, non-reflecting metal or 240 pound composition fire resistant, 25-year quality.

4.1.5 Private Waste Disposal Systems. Private waste disposal systems shall be constructed or allowed to remain or to be used on any Lot only when approved as to design, capacity, locations and construction by all appropriate public health agencies, including the Hays County Health Department, and also approved in writing by the ACC.

4.1.6 Driveway. The ACC shall have the right to impose reasonable limitations on driveway design, including materials, aprons, location and point of contact with roads, streets or driveways in the Subdivision. Driveways must be asphalt or concrete for the first one hundred feet (100') from the street edge. Each driveway must be kept in good repair with its structural integrity maintained at all times.

4.1.7 Mailbox. The mailbox for each Single Family Residential structure shall be subject to the reasonable approval of the ACC, provided that one or more central mail box station areas may be established for the Subdivision.

4.1.8 Garbage Containers. Intentionally deleted.

4.1.9 Tanks. The ACC shall have the right to approve the location and construction of any tank used or proposed to be used in connection with any Lot or Structure, including tanks for storage of fuel, water, oil or propane gas and also including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks, except those that have a 100% metal exterior, shall be screened so as not to be Visible From Neighboring Property. Propane tanks and well equipment shall be in a wood or masonry enclosure.

4.1.10 Exterior Lighting. The ACC shall have the right to approve the location, number, size and design of all exterior lighting. No mercury vapor lights shall be allowed, except for ACC approved street lights. The Association recommends and encourages Dark Sky lighting.

4.2 Trees, Shrubs and Landscaping. The ACC shall have the right to approve the basic design and major changes relating to the landscaping of Lots, which shall be included in the Development Plan. In order to conserve water, a maximum of one-half (1/2) acre of non-native (i.e., St. Augustine) grass may be planted, maintained, or irrigated by an automatic system. All front yards must have shrubs or other landscaping planted near the foundation of the dwelling Structure to screen the foundation from view.

4.3 Fences, Walls and Hedges. No barbed wire shall be allowed in the construction of any fence on the Property. Any fence, wall, hedge or other similar structure or Improvement must be included in the Development Plan with respect to location, height and type of material and must be approved in writing by the ACC. No fence higher than six feet (6'), or composed of a material other than wire, will be approved, except that fences within thirty-five feet (35') of the extended side line of a dwelling Structure and within fifty feet (50') of the rear foundation of a dwelling structure may be wood, up to six feet, six inches (6'6"), provided that such fence does not unreasonably affect the line of sight of neighboring Lots.

4.4 Windmills, Towers and Antennas. No visible antenna or other service for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or Structure or otherwise, without the prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation which may unreasonably interfere with the reception of any television or radio signal on any Lot in the Subdivision shall originate from any other Lot in the Subdivision. Windmills are prohibited unless they are not Visible From Neighboring Property and are approved in writing by the ACC before they are installed.

4.5 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any Property within the Subdivision unless the same shall be contained in conduit or

cables installed and maintained underground or concealed in, under or on buildings or other Structures as approved in writing by the ACC; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incidental to the construction of buildings or Structures which have been previously approved in writing by the ACC. The installation method, including, but not limited to the location and type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities, shall be included in the Development Plan and approved in writing by the ACC.

4.6 Temporary Structures--Occupancy During Construction. No trailer, basement or any incomplete building, tent, shack, garage, bus, van, barn or temporary building of any kind shall be used at any time as a residence on the Property within the Subdivision, either on a temporary or a permanent basis.

4.7 Out Buildings. Any proposed out buildings must be included in the Development Plan and approved in writing by the ACC.

4.8 Signs. No signs or billboards (including, but not limited to, commercial and similar signs) which are Visible From Neighboring Property or visible from streets or access roads shall be erected or maintained on any Lot or parcel or property within the Subdivision, except the following types of signs, each of which must be approved in writing by the ACC:

4.8.1 Signs which may be required by legal proceedings;

4.8.2 Not more than one residential identification sign (street number and/or name of owner) for a maximum combined total face area of one hundred forty-four inches (144");

4.8.3 During the time of construction of any building or other Improvement, one job identification sign not larger than three feet by three feet (3' x 3') having a face area not larger than nine (9) square feet;

4.8.4 Such signs, the nature, number and location of which have been approved in advance by the ACC;

4.8.5 A "For Sale" sign advertising that the Lot is being offered for sale, provided such sign shall not exceed a total of five (5) square feet; and

4.8.6 A builder lot offering sign, not to exceed five (5) square feet.

4.8.7 Property owners may display on the property owner's property no more than one sign advertising a candidate or measure for an election:

- (1) on or after the 90th day before the date of the election to which the sign relates; or
- (2) before the 10th day after that election date.

All such signs under this Section 4.8.7 must meet the following criteria:

- (1) are ground-mounted;
- (2) only one sign for each candidate or measure is displayed.

- (3) does not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
- (4) is not attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
- (5) does not include the painting of architectural surfaces;
- (6) does not threaten the public health or safety;
- (7) is not larger than four feet by six feet;
- (8) does not violate a law;
- (9) does not contain language, graphics, or any display that would be offensive to the ordinary person; and
- (10) is not accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this section.

4.9 Improvements and Alterations. No structures, Improvements, alterations, repairs, excavations, installation or construction of anything which would affect the natural conditions of the Property or the drainage of surface waters on, across or from the Property, or other work which in any way alters the exterior appearance of any Structure within the Subdivision or the appearance of any property or other Improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee to the current Owner or annexed by Declarant, whichever date is later, shall be made or done without the prior written approval of the ACC.

4.10 Solar Equipment. The written approval of the ACC shall be required for the installation of any type of solar equipment.

4.11 Garages. Each Single Family Residential Structure shall have an enclosed garage. Owners shall not keep more than a total of 3 vehicles in such manner as to be Visible From Neighboring Property for a period of more than seventy-two (72) consecutive hours. All such garages shall be side or rear entry unless otherwise approved by the ACC for front entry.

4.12 Chemical Fertilizers, Pesticides or Herbicides. To protect our water, no inorganic fertilizers, pesticides or herbicides of any type shall be used on any of the Property.

4.13 Access to Common Properties. No ramps, paths, walls, private streets or other access shall be constructed from or over a Lot to any Common Property unless the same is approved in writing by the ACC.

4.14 Recreational Vehicles, Campers, Motorcycles, ATVs UTVs, Boats, Trailers, etc. No recreational vehicles, campers, motorcycles, ATVs UTVs, boats, trailers, etc., shall be parked or stored on any Lot in a location that is Visible From Neighboring Property.

4.15 Swimming Pools. Swimming pools must be enclosed by a fence and are subject to the setbacks established in Section 4.1.1. Pools above ground level are prohibited.

ARTICLE 5 RESTRICTIONS

5.1 Animals: Household Pets, Chickens. No animals other than those generally considered to be non-exotic, domestic household pets within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animals which may be kept on the Property shall be allowed to make unreasonable amounts of noise or to become a nuisance, and no domestic animals will be allowed on the Property other than on the Lot of its owner, or the Lot of the Owner of an adjacent Lot who has agreed to such access, unless confined to a leash. Upon the written request of the owner, the ACC shall conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet or whether an animal is a nuisance. Up to 6 chickens—excluding roosters—may be kept within a coop and fenced enclosure, according to ACC restrictions. The decision of the ACC in such matters is final and shall be enforced as other restrictions contained herein. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration and no kennels or breeding operations will be allowed on the Property. No animal which pursuant to this section may be kept on the Property shall be allowed to run at large and all such animals shall be kept within an area which must be neat, clean, sanitary and reasonably free of refuse, insects and waste at all times. Each owner shall be required to erect and maintain a fenced enclosure or other ACC approved method of keeping and maintaining of the animals allowed pursuant to this section. Said enclosure shall be of a reasonable design and construction so as to adequately contain such animals in accordance with the provisions hereof and shall meet all the requirements herein as to fencing or other forms of construction.

5.2 Maintenance of Property. Each owner shall keep all shrubs, grass and plantings of every kind located either on its Lot or on setback areas, utility easements, rights of-way or other public or private property adjacent to such owner's Property, properly cultivated, and shall keep such owner's Lot free of trash and other unsightly material. This section shall not apply to any Common Facilities or Common Properties that are to be maintained by the Association. Upon an owner's failure to maintain its Lot in accordance with the standards set forth in this section, Declarant, the Association and the ACC shall have the right at any reasonable time, upon ten (10) days' written notice stating the nature of the problem requiring attention, to enter upon such Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, at owner's sole expense.

5.3 Clothes Drying Facilities. Clotheslines can be erected in backyards if not Visible From Neighboring Property.

5.4 Hunting, Trapping, Firearms, Bows & Arrows. Fireworks. Hunting, trapping and discharge of firearms, and bows and arrows are expressly prohibited within the Subdivision, except to the extent such discharge of firearms is legal and necessary for the owner's self-defense, or for the defense of the Owner's family or guests. Fireworks are allowed only on July 4 and New Year's Eve, both dates until 10 PM, and only if used in accordance with North Hays County Fire Department guidelines.

5.5 Bird and Wildlife Sanctuary. The Subdivision in its entirety is intended as a bird and other wildlife sanctuary. It is prohibited to trap, shoot, or molest in any manner any birds, eggs or other wildlife.

5.6 Dumping. Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Subdivision.

5.7 Mineral Exploration. No mining, quarrying, tunneling, excavation, exploratory drilling or removal of any minerals including oil, gas, gravel, rocks, earth or earth substances of any kind shall be permitted on the Property.

5.8 Business Activities. Intentionally deleted.

5.9 Nuisances. No nuisance, obnoxious or offensive activities shall take place on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any of the Property within the Subdivision and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices which are audible from any Neighboring Property (except for fireworks on designated days/hours and security devices exclusively for security purposes) shall be located, used or placed on any Lot.

5.10 Garbage. No garbage or trash shall be kept on any Lot except in covered containers of standard type, which shall be located as provided in Section 4.1.8. In no event shall such containers be maintained so as to be Visible From Neighboring Property more than twenty-four hours before and after trash is collected. All rubbish, trash and garbage shall be removed regularly from Lots and shall not be allowed to accumulate. No incinerator shall be kept on any Lot. No garbage or trash shall be permitted to be buried or burned on any Lot.

5.11 Vehicles and Equipment. No bus, truck larger than a one-ton pickup, semi-trailer, tractor, machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading), maintained, constructed, reconstructed, or repaired within the Subdivision. No motor vehicle or trailer of any type shall be constructed, reconstructed, or repaired within the Subdivision in such a manner as to be Visible From Neighboring Property. Authorized vehicles of any type which are intended to be kept on a Lot by the owner thereof must be placed in such manner that they will not be Visible From Neighboring Property or from adjacent streets. All authorized vehicles must be operated by licensed drivers. No motorized vehicle of any kind may be operated off the paved streets or in any manner which is dangerous, noisy, or which creates a nuisance. No passenger vehicles may be operated off of paved Subdivision road surfaces.

5.12 No Overnight Parking. No vehicle shall be allowed to park overnight on any road or street within the Subdivision. All vehicles are to be parked on homeowner's driveways or inside the garage.

5.13 Emergency or Temporary Maintenance Vehicles. The provisions of this Declaration shall not prevent any emergency vehicle repairs or the operation of any emergency vehicle (such as an ambulance or fire engine) within the Subdivision. The provisions of this Declaration shall not prevent the operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement approved in writing by the ACC.

5.14 Motorcycles, Three Wheelers, Four Wheelers, and Golf Carts. The use of motorcycles within the Subdivision shall be limited to those which are legal for street use. Such use shall be for Subdivision ingress and egress only. All motorcycles operated within the Subdivision shall be operated in such a manner as not to create an excessive amount of noise or dust, or otherwise create a nuisance. Three-wheeler and four-wheeler off-the-road or recreational vehicles are not to be operated in the Subdivision. Four-wheel drive automobiles and trucks are not allowed off of the paved Subdivision roads. Golf carts shall be allowed but their use shall be restricted to roads, streets and designated trails. Special permission may be granted for ATV/UTV use for Triple Creek Ranch maintenance. While the Association has the right to take action with respect to operation of vehicles in the subdivision, it has no obligation to do so, nor does it have any duty to monitor driving behavior. The Association shall have no liability for any damage or injury, whether to persons or property, arising out of or relating to the operation of a vehicle (car, truck, motorcycle, ATV) in the Subdivision.

5.15 Continuing Adequacy of Repair or Maintenance. No building or Structure located within the Subdivision shall be permitted to fall into disrepair, and each such building and Structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Such duty to repair shall include the maintenance of any exterior Structure which was included in the Development Plan approved by the ACC, as well as any Structure constructed on the Lot subsequent to such ACC approval.

5.16 Service and Storage Yards. Any service yard, storage yard, wood pile or storage pile shall be located so as not to be Visible from Neighboring Property or streets or access roads. Any Structure of a permanent nature is to be built with regard to these items and must be included in the Development Plan and approved in writing by the ACC.

5.17 Outdoor Burning. No outdoor burning of any nature is allowed, except for burning in compliance with Hays County laws and ordinances including obtaining a permit from the Hays County Fire Marshall before burning.

5.18 Mercury Vapor Lights. Mercury vapor lights are prohibited, except for the ACC approved street lights.

5.19 Loud Noises. Operation of noisy equipment and loud construction activities is limited to the hours between 7AM and dusk on weekdays, and 8AM and dusk on weekends.

5.20 Access to Lots. The sole and exclusive method of ingress and egress to/from any Lot in the Triple Creek Ranch Subdivision shall be by the paved roads on the Subdivision Plat, except heavy equipment having better access to homes directly adjacent to Fitzhugh Rd. for repair work, e.g., well service, delivery of materials, etc.

5.21 Use of Common Properties.

5.21.1 No person shall be allowed onto the Common Properties by any Member unless such person is accompanied by the Member or an individual in the Member's household residing with such Member.

5.21.2 No social gatherings on the Common Properties attended by more than eight (8) persons are allowed unless registered with and approved by the Board of Directors of the Association. The Board may, in its discretion, establish a policy/rules limiting the size of gatherings. No gatherings which include ten (10) or more non-members of the Association nor shall any business gatherings (such as company picnics) be allowed.

5.21.3 All pedestrians, joggers, golf cart drivers, bicyclists or other persons shall observe trail designations and rules of use if and when established by the Board, and restrict their usage in compliance with said designations.

5.21.4. Except as to designated picnic grounds within the Recreational Easement and the Greenbelt Areas (which are to be used only for picnics), all of the Recreational Easements shall be used for pedestrian crossing purposes only and shall be limited to walking, jogging, running, bicycling and motorized wheelchairs.

ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

6.1 Establishment and Composition.

6.1.1 The Architectural Control Committee (ACC) shall consist of three members, appointed by the Board of Directors. ACC members can be removed by the Board of Directors at any time, with or without cause. Members of the ACC shall serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership other than being a Member of the Association.

6.1.2 A person may not be appointed or elected to serve on the ACC if the person is:

- (1) a current Board member;
- (2) a current Board member's spouse; or
- (3) a person residing in a current Board member's household.

6.2 Voting. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the Committee.

6.3-6.4 Intentionally deleted.

6.5 Resignations. Any member of the ACC may resign at any time from the Committee by giving written notice thereof to Declarant or the Association as the situation requires.

6.6 Vacancy. Vacancies on the ACC, however caused, shall be filled by the Board of Directors. A vacancy shall be deemed to exist in case of death, incapacity, resignation or removal of any regular member.

6.7 Transfer of Authority to the Association. Intentionally deleted.

6.8 Address. Development Plans and requests for action by the ACC shall be submitted to the ACC by US Mail to all members of the ACC at P.O. Box 618, Dripping Springs, Texas, 78620, by email to triplecreekbranchhoa@gmail.com, or such other mailing or email address as the ACC designates in writing. In the case of email submissions, the ACC reserves the right to request delivery of hard (paper) copies.

6.9 Duties.

6.9.1 General: It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Development Plans or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

6.9.2 Consultant: The ACC, may, but need not, hire specialized consultants and incur expenses to aid it in reviewing Development Plans and their incidents. The ACC shall not incur consultant fees and expenses that aggregate in excess of \$250.00 without approval from the submitting Owner. The cost of such specialized consultants and expenses shall be considered to be a cost of the Development Plan of the Owner and payment of such costs shall be considered as a filing requirement of the Development Plan and such Development Plan will not be considered unless and until such costs are paid. Said costs shall be in addition to any required Submission Fee as provided for in Section 6.20 herein.

6.10 Meetings. The ACC shall meet at its discretion from time to time to perform its duties hereunder. The Committee shall Keep and maintain written records of all actions taken by it at such meetings or otherwise.

6.11 Action Without Formal Meeting. The ACC may take action without formal meeting by consenting in writing to any matter which they might consider at a formal meeting. Such written consent shall constitute the act of the Committee. For the purpose hereof, written consent shall mean writing signed by two (2) members of the ACC.

6.12 Procedure for Submission and Approval of Development Plan.

6.12.1 Submission and Approval of a Development Plan shall be in accordance with the guidelines promulgated by the ACC.

6.12.2 If the ACC fails to approve or disapprove any Development Plan that contains all information required by the ACC within thirty (30) days after the submission is complete, it shall be presumed that the ACC has approved such materials as submitted.

6.13 Waiver and Estoppel. The ACC's approval of any Development Plan, specifications, drawings or any accompanying materials which require the approval of the ACC shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right

to withhold approval of any similar Development Plan, drawing, specification or matter subsequently submitted for approval.

6.14 ACC Rules.

6.14.1 The ACC shall have the authority to adopt, amend, add to, replace, rescind or revise procedural or substantive rules from time to time to make more definite and certain, and to carry out the purpose and intent of the provisions of this Declaration. Any conflict between such rule(s) and any provision of this Declaration shall be resolved in favor of the provisions of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any owner requesting the same in writing.

6.14.2 Unless and until a political subdivision of the State of Texas regulates such matters by law, the rules promulgated by the ACC relating to the Property may include building codes governing all types of construction on the Property, a sanitary code governing the installation and maintenance of any water wells, septic systems, animal sheltering or refuse handling or other health related matters, a fire code, a housing code and other similar codes as the ACC deems necessary and desirable. These building codes, sanitary codes and other codes shall be printed and made available through the ACC to all Owners for inspection.

6.15 Basis for ACC Approval or Disapproval. The subdivision is intended to be a unique and cohesive development composed of homes of high quality and elegant appearance. Toward this end, it is intended that the ACC have the greatest degree of discretion possible in reviewing, approving or disapproving Development Plans. The ACC shall have the right to consider as the basis for any approval or disapproval of a Development Plan: (i) compliance or noncompliance with certain objective standards set out in this Declaration or in any rules or guidelines subsequently published or adopted by the ACC; (ii) the nature and quality of the building materials and methods of construction to be used; (iii) the location of the proposed Improvements on the Lot; (iv) the visual impact of the proposed Improvements from the standpoint of style and consistency with other Improvements constructed or approved by the ACC for construction in the Subdivision; (v) such other subjective factors as the ACC shall, in its discretion, deem relevant or appropriate. Any person proposing to purchase any Lot in the Subdivision is cautioned to consult with the ACC concerning intended Improvements prior to becoming unconditionally obligated to purchase such Lot.

6.16 Right to Hearing. A decision by the ACC denying an application or request by an owner for the construction of improvements in the Subdivision may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must: (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the owner that the owner may request a hearing on or before the 30th day after the date the notice was mailed to the owner.

6.16.1 The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

6.16.2 During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the owner under Section 6.16.

6.16.3 The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

6.16.4 The Association or the owner may make an audio recording of the meeting.

6.16.5 The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Subdivision's Declaration.

6.17 Liability. Neither the ACC nor any member thereof shall be liable to any Owner, or any person or association or entity, for any damage, loss or prejudice suffered or claimed on account of:

(i) the approval or rejection of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Property;

(iv) the structural capacity or safety features of the proposed Improvement or Structure; (v) whether or not the location of the proposed Improvement or Structure on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any foregoing provisions of this Section, the ACC, or any member thereof, may, but is not required, to consult with or determine the view of any other Owner with respect to any Development Plan, or any materials submitted to the ACC.

6.18 Modifications and Waivers. The ACC, upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article 4 of this Declaration or the ACC Rules. Such applications shall contain such information as the Committee may

prescribe, and shall affirmatively show that application of such requirements under the circumstances creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to Declarant or the Owner of any other Lot. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentation in support of, or in opposition to the application prior to the decision, at its discretion. The Committee shall render a written decision, and shall forward one copy to the applicant, and retain one copy in its records.

6.19 Governmental Agency and Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any owner from also securing such approval(s), certificate(s) or permit(s) of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the committee as a final condition to approval of a Development Plan, or as additional assurance to the Committee that the Improvements and uses of an approved Development Plan meet governmental requirements.

6.20 Fees. In addition to any fees for consultants provided for above, the ACC shall have the right to require a reasonable submission fee ("Submission Fee") for each proposed Development Plan.

ARTICLE 7 TRIPLE CREEK HOMEOWNERS' ASSOCIATION, INC.

7.1 The Association. Declarant has caused the formation and incorporation of the Association as a non-profit corporation organized and existing under the Texas Non-Profit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Membership. Each owner (whether one or more persons or entities) of a Lot shall, upon and by virtue of becoming such owner, automatically become a Member of the Association and shall remain a Member thereof until their ownership ceases for any reason, at which time their membership in the Association shall automatically terminate. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary for any instrument to provide for transfer of such membership in the Association, and no certificate of membership will be issued.

7.3 Voting. All owners of Lots shall be entitled to one (1) vote for each Lot owned. Any property interest in a Lot entitling the Owner thereof to vote as herein provided which is held jointly or in common by more than one owner shall require that such owner hereof designate, in writing, a single owner who shall be entitled to cast such vote and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with

the 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 Quorum for Membership Action. With respect to any annual or special "general" membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of 67% of the total votes of the membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned to a date not more than seven (7) days from the current date and the required quorum at such meeting shall be one-half (1/2) the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided, however, that such reduced quorum shall not be applicable at a subsequent meeting held more than fifteen (15) days following the originally scheduled meeting.

7.5 Board and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time.

7.6 Powers and Duties of the Association. The Association shall have such rights, powers and duties as are set forth in the Articles and Bylaws, as the same may be amended from time to time.

7.7 Intentionally deleted.

7.8 Personal Liability/Indemnity. No member of the Board, of any committee of the Association or any of the officers of the Association shall be personally liable to any Owner, or any other party (including the Association), for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any officer or any other representative or employee of the Association; provided, however, that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct. 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, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association or the Board, against all claims and expenses including attorneys' 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 (i) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such 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 person's 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 or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not

the Association would have the power to indemnify him against such liability hereunder or otherwise.

7.9 Maintenance Fund. Except for the Annual Tax Assessments and Road Assessments described below in Sections 7.11 and 7.12 below, all funds collected by the Association from the Assessments provided for in this Declaration, together with all funds collected by the Association from Assessments imposed on the Lots in the Subdivision by all supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members to promote the health, safety, recreation, and welfare of the Members, including without limitation: (i) the installation, construction, erection, and relocation of Improvements related to the enhancement and beautification of the Common Properties and Common Facilities in the Subdivision and any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, trails for jogging, golf carts and horseback riding, and walkways, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members; (ii) payment of utility charges in connection with the operation of Common Facilities or use of Common Properties; (iii) payment of charges for private fire protection, garbage collection and other services contracted for by the Association; (iv) charges for liability and property insurance and other insurance related to the Common Facilities, Common Properties and their use and operation; (v) the removal of restrictions of obstructions to flow in any Drainage Easements; (vi) the maintenance of a common antenna or satellite dish for television and radio (if any); (vii) the maintenance of any Common Properties trails; and (viii) the maintenance of the Common Properties and Common Facilities and payment of ad valorem taxes and other Assessments on said Common Properties and Common Facilities.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in the Subdivision which are situated on property owned by Declarant but which then has not been brought within the scheme of this Declaration under the authority provided in Article 2 hereof, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for construction, repair, operation, administration, management, preservation, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board shall determine, all at the Board's sole discretion.

The Association may, in the Board's sole discretion, give one or more of the purposes set forth in this Section 7.9 preference over other purposes, and it is agreed that expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

In the event Declaration shall operate any Common Facility in the Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs actually incurred by Declarant in maintaining and operating such Common Facility in excess of the actual proceeds realized by Declarant from such operation, as such costs are incurred, to

the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board in good faith to be the minimum amount then designated by the Board in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other Assessments in the nature of property taxes fairly allocable to the Common Properties and Common Facilities and accrued subsequent to the recordation of the Prior CC&Rs, and prior to the date on which title to such Common Properties and Common Facilities is conveyed to the Association by Declarant, which have been actually paid by Declarant.

Any funds collected from persons or entities not subject to this Declaration, but otherwise contractually or legally obligated to pay for the use and enjoyment of any Common Properties or Common Facilities shall be added to the Maintenance Fund and used to offset the expenses otherwise assessable to the Owners.

7.10 Assessments. The Association shall have the right to make Assessments, including but not limited to the Annual Assessment, Annual Tax Assessment, Road Assessments, and Special Assessments described herein, in accordance with this Declaration. The Assessments levied by the Association shall be limited to those reasonably necessary for the performance of the duties and functions of the Association and shall be levied on a uniform basis against each Lot within the Property for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and for the improvement and maintenance of the Common Properties and Common Facilities. The Association shall have no right to assess for, nor to create, or construct swimming pools, tennis courts, and other similar recreational facilities.

7.11 Annual Tax Assessment. Ad valorem taxes and other. Assessments in the nature of property taxes on the Common Facilities and Common Properties will be prorated among all Owners, including all Lots owned by Declarant. The total Common Facilities and Common Properties taxes will be prorated among all Owners and each owner will pay a share, the numerator of which will be one (1) (for each Lot owned) and the denominator of which will be the number of Lots in the Subdivision(s) at the time the taxes are due. As additional subdivision phases are developed the denominator will be changed to reflect the increased number of Lots.

On January 2nd of each year, immediately following the conveyance of the first Lot to an Owner, or at such other time as the Board deems appropriate, the Board shall set the Annual Tax Assessment for payment of taxes for the previous year.

7.12 Road Assessments. Any cost of maintaining, repairing or replacing any private roads included in the Common Properties will be prorated among all Owners, including all Lots owned by Declarant, and shall be assessed either together with or separately from other Assessments provided for herein.

Declarant may contractually or otherwise authorize additional users of the private roads, who are not subject to this Declaration, provided that such use is to provide access to a dedicated street. Any funds collected from such users shall be credited to the Maintenance Fund and used offset the expenses incurred.

7.13 Annual and Special Assessments.

7.13.1 Until changed by the Association in accordance with the Bylaws and this Section, there shall be an annual Assessment (the "Annual Assessment") for each Lot, to be used as provided in Section 7.9. Except as otherwise provided below, the maximum Annual Assessment on each Lot shall be \$180.00 per Lot, payable \$15.00 per month, exclusive of the Annual Tax Assessment and Road Assessment.

7.13.1.1 On January 2nd of each year, immediately following the conveyance of the first Lot to an Owner, or at such other time as the Board deems appropriate, the Board may set the Annual Assessment for the calendar year at whatever level they deem appropriate within the \$180.00 limitation set forth above.

7.13.1.2 Until such time as the Board sets the Annual Assessment for each Lot, the Annual Assessment shall be \$180.00 per Lot.

7.13.1.3 Once the Annual Assessment has reached the \$180.00 maximum level, the Board may increase the Annual Assessment by a maximum of ten percent (10%) of the then current Annual Assessment in any given year.

7.13.1.4. Any increase in Annual Assessment not provided for in this Section shall require the assent of seventy-five percent (75%) of the membership qualified to vote on such matters.

7.13.2 In addition to the Annual Assessment, the Board may impose a Special Assessment to cover costs arising from the actions of governmental and regulatory agencies, and those in the nature of an emergency.

7.14 Collection of Assessments. All Assessments shall be due within twenty (20) days from the date the amount of such Assessment(s) are set by the Board, or, if such Assessment is payable monthly as determined by the Board, in its sole discretion, then such monthly payments shall be due within five (5) days from the monthly payment date set by the Board. Any Assessment not paid when due shall accrue interest at the rate of ten percent (10%) per annum until paid. If, following a failure to pay an Assessment, collection is referred to any attorney, the non-paying Owner will also be responsible for reasonable attorneys' fees. Said Assessment(s) shall be subject to the provisions of Section 7.17 and the other enforcement provisions hereof.

7.15 Exempt Property. All portions of the Property dedicated to, and accepted by, a local public authority and all portions of the Property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the Assessments created herein. Notwithstanding the foregoing, no land or Improvements devoted to dwelling use shall be exempt from said Assessments.

7.16 Succession in Interest. Intentionally deleted.

7.17 Assessments to Run With Land. Each owner, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and Assessments

against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand.

7.18 Continuation, Creation and Enforcement of Lien. All Assessments and other charges provided for herein which are not paid when due, together with interest and collection costs and expenses as herein provided, shall be secured by a continuing lien and charge in favor of the Association on the Lot subject to such Assessment and any Improvements thereon, which shall bind such Lot and Improvements and the Owner thereof and such Owner's heirs, devisees, personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Association to secure the payment of such Assessments. To evidence any Assessment liens hereunder, the Association may prepare a written Notice of Assessment Lien setting forth the amount of any unpaid Assessments, the name of the owner subject to such Assessments, and a description of such Lot, which shall be signed by an officer of the Association and may be recorded in the Office of the County Clerk of Hays County, Texas. Any Assessment liens hereunder shall attach with the priority set forth herein from the date payment is due. Upon the written request of any mortgagee, the Association shall report to such mortgagee any Assessments then unpaid with respect to any Lot on which such mortgagee holds a mortgage.

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 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 Codes 51.002 (as 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 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 Assessments, 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 Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Hays County, Texas. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such liens, it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the 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 Hays county, Texas, on the first Tuesday in any month between the hours of 10:00 a. m. and 4:00 p.m. to the highest bidder for cash at public venue after the trustee and the 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 Hays County, Texas, and, in addition, the 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 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 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.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its liens, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the liens 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.

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 Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Office of the County Clerk of Hays County, Texas, amend the provisions hereof so as to comply with said amendments to § 51.002.

In the event such foreclosure is by court proceedings, or arbitration proceedings as provided herein, reasonable legal fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the Association the extent permitted by law and this Declaration. Each Owner, by becoming an Owner of a Lot in the Subdivision, HEREBY EXPRESSLY WAIVES any objection, including exemption from foreclosure under the homestead provisions of the Constitution of the State of Texas, to the enforcement and foreclosure of the herein provided liens in this manner.

7.19 Covenant to Pay Assessment. Each owner of any Lot, their heirs, executors, successors, administrators and assigns, by acceptance of a deed therefor, or by entering into a contract of purchase therefor, whether or not it shall be expressed in any such deed, contract of purchase, or other conveyance hereby covenants and hereby agrees:

7.19.1 That they will pay to the Association all Assessments and charges assessed by the Association on or prior to their due date, including interest as set forth in this Declaration, costs and reasonable attorney's fees; and

7.19.2 That the Assessments, together with the continuing obligation to pay all future Assessments shall be and remain a charge on the land and shall be secured by a continuing vendor's lien and a lien with a power of sale upon such owner's Lot.

7.20 Owner's Liability for Payment of Assessments. In addition to assuming the charge and liens imposed by Section 7.17 hereof, each owner of each Lot, by the acceptance of a deed therefor or by entering into a contract of purchase therefor, shall be deemed to have covenanted, bargained and agreed to be PERSONALLY LIABLE for the payment of each Assessment and any interest and attorneys' fees as provided by this Declaration or applicable law and imposed by the Association during the period in which such owner holds title to said Lot.

7.21 Subordination of Lien to Mortgage. The liens as provided for in Section 7.17 above, shall be subordinate only to the lien of any first priority mortgage granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and improving such Lot, provided such purchase money or improvement lien shall have been duly perfected prior to the date such Assessments became due. The sale or transfer of any Lot shall not affect said liens; however, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the liens of such Assessments as to payments which become due prior to such sale or transfer; provided, however, that such foreclosure or proceeding in lieu thereof shall not extinguish or in any way affect the personal liability of the then record Owner of any such Lot.

7.22 Association Rules. The Association, in addition to and in conjunction with its authority, power and duties as provided herein and in the Articles and Bylaws, shall have the authority to adopt, amend, add to, replace, rescind or revise rules for the use, enjoyment, and access to, the Common Facilities and Common Properties by the Owners, their tenants, guests, invitees, relatives or other persons. Any conflict between such rule(s) and any provision of this Declaration shall be resolved in favor of the provisions of this Declaration. A copy of such Association rules, as in effect from time to time, shall be provided to any Owner or other user of the Common Facilities or Common Properties requesting the same in writing.

7.23 Restriction on Improvements. It is intended that the natural beauty and primitive character of the Property be maintained to the extent reasonably practical. To this end, no Improvements shall be made to the Greenbelt Areas or Recreational Easements that would constitute a permanent Structure, whether or not permanently affixed to the land, except for ACC approved barbecue pits, trails, picnic tables, and signage relating to the use and enjoyment of such Greenbelt Areas and Recreational Easements or other structures as approved in writing by the Board.

ARTICLE 8 COMMON PROPERTIES

8.1 Easements of Enjoyment. Subject to the provisions of Section 9 hereof, every Member shall have the right and easement of enjoyment in and to the Common Properties, which right and easement is appurtenant to the Lots. If ingress and egress to any Lot is through the any common Property, the owner of such Lot shall have an easement of access across and upon the Common Property to his Lot, and any conveyance of the Common Property shall be subject to such access easement.

8.2 Title to Common Properties; Insurance. Before the sale of the first Lot, Declarant shall convey the Common Properties and Common Facilities to the Association, free and clear of all encumbrances, and the Association shall thereafter be responsible for the operation and maintenance of the Common Properties and Common Facilities. Any mortgage, pledge, or other conveyance of Common Properties and Common Facilities shall require assent of two-thirds (2/3rds) of the Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable Improvements on the common Properties against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the insurable Improvement on the Common Properties in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Properties, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and may, at the discretion of the Board, obtain directors' and officers' liability insurance. The public liability policy shall have, at least a Five Hundred Thousand Dollar (\$500,000.00) per person limit as respects bodily injury, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Two Hundred Fifty Thousand Dollar (\$250,000.00) minimum property damage limit. Premiums for all insurance on the Common Properties shall be at the expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

8.3 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

8.3.1 The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties;

8.3.2 The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by two-thirds (2/3rds) of the votes of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting;

8.3.3 The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

8.3.4 The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;

8.3.5 The right of the Association to suspend the easements of enjoyment of any Member of the Association during which time any Assessment levied under this Declaration remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations. Before the Association files a suit against an owner other than a suit to collect a regular or special assessment or foreclose

under an Association's lien, charge an owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the association, or report any delinquency of an owner to a credit reporting service, the Association or its agent must give written notice to the owner by certified mail.

ARTICLE 9 EASEMENTS

9.1 Existing Easements. The Subdivision Plats will dedicate for use as such, subject to the limitations set forth therein, certain streets, rights-of-way and easements shown thereon, and such Subdivision Plats will establish dedications, limitations, reservations and restrictions applicable to the Property. Declarant and its successors in title may, prior to the Property becoming subject to this Declaration, grant, create, and dedicate by recorded instrument(s) certain other easements, restrictions, rights-of-way and related rights affecting the Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and all grants and dedications of easements, rights-of-way and restrictions made by Declarant or successors in title, prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this 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.

9.2 Changes and Additions. Declarant reserves the right to make changes and additions to the above easements and rights-of-way for the purpose of more efficiently and economically installing the Improvements or creating easements for use by the owners. Declarant further 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 and from time to time, rights-of-way and easements for public utility purposes (including, without limitations, gas, water, electricity, telephone and drainage), in favor of any person or entity, along and on either both sides of any Lot line. Declarant further 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 and from time to time, rights-of-way and easements for drainage purposes, sanitary purposes and conservational purposes in favor of any person or entity over any portion of the Property.

9.3 Installation and Maintenance. There is hereby created an easement upon, across, over and under all the Property for ingress and egress in connection with installation, replacing, repairing, and maintaining all utilities, including, but not limited to water, gas, telephones, 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 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 Structure. Notwithstanding anything contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be located or relocated on the Property until approved by Declarant or the ACC. The utility companies furnishing service shall have the right to remove any trees situated within the utility easements shown on the Subdivision Plat,

and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

9.4 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Declarant's Improvements require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the Drainage Easements. There shall be no development, Improvements or structures in any Drainage Easement, except as approved in writing by the ACC.

9.5 Easements for Access. The ACC and the Association shall have the right and are granted a permanent easement to enter upon any and all Lots for the purpose of maintenance, repair and inspections relating to compliance with this Declaration. The ACC and the Association shall have the right to enter any Lot for the purpose of accessing and/or correcting any violation of any covenant contained herein.

9.6 Surface Areas. The surface of easement areas for underground utility services may be used for the planting of shrubbery, trees, lawns or flowers. Neither the Association nor the supplier of any utility service using any easement area shall be liable to any owner for any damage done by 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.

ARTICLE 10 GENERAL PROVISIONS

10.1 Cost of Performance. The cost and expense of performing any obligation or responsibility in this Declaration shall be borne by the person, association or entity charged with such performance or responsibility and shall be subject to the provisions of Section 7.17.

10.2 Extension of Time for Performance. If the performance of any act or obligation required by this Declaration is prevented or hindered by act of God, war, labor disputes or other cause or causes beyond the control of the person, association or entity responsible for such performance, then the time for performance of such act or obligation will be extended for the period that such performance was prevented or delayed by such cause; provided, however, this provision shall not apply to the payment of any fees, charges or Assessments required hereunder.

10.3 Breach Not Ground for Rescission. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision hereof.

10.4 Notice Before Enforcement. Except where damage or injury to persons or property is imminent as a result of the performance of (or failure to perform) any obligation imposed by this Declaration, no proceeding for the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowing or granted by this Declaration shall be commenced by the Association until forty-five (45) days written notice of wrongful performance or failure of performance is given to the person, association, or entity responsible for such performance and such wrongful performance (or failure to perform) has not been cured within such time. Such

notice shall be deemed to be given if deposited in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested. The above forty-five (45) day period shall commence to run on the date such notice is deposited in the United States Mail in the manner specified above.

If the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If an Association does not provide a packet within the period, an owner is entitled to an automatic 15-day postponement of the hearing. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

10.5 Enforcement. The Board of Directors or any Owner shall have the right to enforce, by proceeding at law or in equity for damages or injunction or both, all restrictions, covenants, conditions, ACC Rules, Association Rules, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover their costs and expenses, including reasonable attorneys' fees, and such costs and expenses shall be a lien on the Lot in the manner of an assessment. Failure to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of the right to do so at a later time.

Before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the association, or report any delinquency of an owner to a credit reporting service, the Association or its agent must give written notice to the owner by certified mail, and allow forty-five (45) days after written notice is provided to cure the violation.

10.6 Attachment of Covenant on Resale or Remodel. This Declaration shall attach following the lease or resale of the Property or any Lot, and any remodeling or other alteration or any Improvement which must be approved by the Ace- through the Development Plan process.

10.7 Deviation from Approved Development Plan. All Development Plans approved in writing (which includes approvals communicated via email) by the ACC must be complied with. Any deviation, change or alteration not in compliance with said Development Plan must be further approved in writing by the ACC. Violation hereof shall be subject to enforcement in accordance with the provisions of this Declaration.

10.8 Covenants to Run With the Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with the land within the Property, and shall inure to the benefit of the Owner of any Lot herein, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the

Real Property Records of Hays County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years.

10.9 Modification or Repeal During Initial Term. Intentionally deleted.

10.10 Modification or Repeal During Extension Terms. Any of the provisions of this Declaration may be amended or repealed during any ten-year extension term by a written instrument executed and acknowledged by the Owners of not less than 67% of the Lots, and recorded in the Real Property Records of Hays County, Texas.

10.11 Severability. If any term or provision in the Declaration shall be adjudged to be invalid, illegal, or unenforceable: (i) then any such term or provision may be modified to the extent required by any such adjudication to render the term or provision valid and enforceable to the fullest extent possible, and (ii) if such a modification as described in subparagraph (i) above is not possible, then the subject term or provision shall be deemed stricken from the Declaration, and shall have no impact or effect on, or in any way impair the validity or enforceability of, any of the remaining terms and provisions in the Declaration, which remaining terms and provisions in the Declaration shall be enforced to the fullest extent possible to preserve the original intent and purpose of the Declaration.

If there is a dispute regarding the interpretation of any term or provision in the Declaration, such term or provision shall be liberally construed to give effect to its purposes and intent.

10.12 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after being 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. If an Owner requests that notices be sent by email, an emailed notice shall have the same effect as a mailed one, provided that the email is sent within the time frame required by the Declaration or Bylaws. Such mailing or email address may be changed from time to time by notice in writing given by such person to the Association.

10.13 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the terms and provisions set forth in this Declaration. This Declaration shall be construed and governed under the laws of the state of Texas.

10.14 Singular Terms/Captions and Titles. Unless the context requires a contrary construction, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof.

10.15 Joint and Several Obligations. The terms and conditions of this Declaration in effect on the date of any lease or recording of a sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one

or more persons, associations or entities becomes a lessee of a Lot or an owner, shall be binding upon such lessee or new owner, and such lessee or new owner shall be jointly and severally liable with his lessor or his predecessor in interest, as the case may be, for any continuing performance, failure of performance or defective performance imposed hereunder.

10.16 No Dedication. Nothing contained in this Declaration shall be deemed or interpreted to intend a gift or dedication of any portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

10.17 Successors. Deeds of conveyance of any Lot may incorporate the terms and conditions of this Declaration by reference; however, whether or not such reference is made in any or all of said deeds, by becoming an Owner of any of the Property, each such owner, for himself, herself, or itself, his, her, or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself, or itself, and such heirs, personal representatives, successors, transferees and assigns, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

10.18 Assignment of Rights and Obligations of Declarant. Notwithstanding any provision herein to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment by Declarant shall be effective upon recordation in the Hays County Real Property Records of an instrument executed and acknowledged by Declarant evidencing such assignment.

10.19 Word Meanings. The words such as "herein," "hereafter," "hereof," "hereunder" and "hereinabove" refer to this Declaration as a whole and not merely to a section, paragraph or article in which such words appear unless the context requires otherwise. Whenever used herein, the singular shall include the plural, and the masculine gender shall include the feminine and neuter the vice versa unless the context requires otherwise.

10.20 Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only and are not to be considered as defining or limiting in any way the intent of the provisions hereof.

10.21 Declarant's Exemption. Intentionally deleted.

10.22 Rentals. Intentionally deleted.

10.23 Re-Subdivision. No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any owner, and no portion of less than all of any such Lot, easement, or any other interest therein, as depicted in the Amended Plat of Triple Creek Ranch Section One, recorded in Volume 6, pages 308-312 of the Plat Records of Hays County, Texas (the "Amended Plat"), shall be conveyed or transferred by any Owner. The altering of Lot lines in dimension, configuration, or location from what is depicted in the Amended Plat (as defined in this paragraph) is prohibited.

10.24 Combining of Lots. An Owner of two or more contiguous Lots may, with the prior written approval of the ACC, combine said Lots into one Lot. Such combination shall be at the sole expense of said Owner. After combination, the resulting Lot shall be treated as two (2) Lots for all purposes of this Declaration, including the payment of Assessments and voting rights within the Association.

10.25 Alternative Dispute Resolution.

10.25.1 In the event a dispute arises under this Declaration, the parties claiming an interest in or arising out of this Declaration (individually a "Party" and collectively, the "Parties"), agree to pursue alternative dispute resolution procedures ("ADR") as set out in this section.

10.25.2 Dispute: The Parties agree to recognize that a dispute has arisen when one party provides written notice to all other Parties that a dispute is in existence and the Party giving notice desires to undertake ADR. Only those Parties actually involved in any such dispute need be provided with notice.

10.25.3 If not an individual, the Party giving notice of dispute shall also designate one (1) fully authorized representative for ADR and negotiating purposes. Within five (5) days of receipt of the notice of dispute, the Party receiving notice shall, if not an individual, designate one (1) fully authorized representative for ADR and negotiating purposes.

10.25.4 ADR Procedures:

10.25.4.1 Within ten (10) days after notice of dispute is received by the receiving Party, all Parties agree to arrange for and conduct a negotiating session. The negotiating sessions shall include all Parties notified that a dispute exists, or, if a lesser number, the Parties needed to fully resolve the noticed dispute. The authorized representatives of each Party shall attend the negotiating meeting. The Parties may schedule such further and additional negotiating meetings as may be desirable until the dispute is resolved.

10.25.4.2 Any time after the first direct negotiating meeting occurs, any Party may request mediation of the dispute. Notice of desire to mediate shall be given in the same manner as the notice of dispute, and the Parties shall agree upon a mediator within ten (10) days after the notice to mediate is given. Thereafter, once the mediator is selected, the rules and regulations promulgated by the mediator shall control the mediation proceeding. Mediation shall occur within thirty (30) days of the giving of notice of intent to mediate, or at such other time as may be agreed upon by the Parties. If the Parties cannot agree upon a mediation date, the mediator shall select a date and the Parties shall be bound thereby.

10.25.4.3 In the event the dispute is not resolved within sixty (60) days of receipt of the notice of dispute, then, in that event, if mutually agreed by all Parties, any Party may give notice of intent to refer this matter to binding arbitration.

10.25.4.4 In the event binding arbitration is mutually agreed by all parties and invoked, the arbitrator shall have full authority to resolve all remaining disputes, including, without limitation, disputes concerning ACC Rules, Association Rules, Assessments, enforcement of Assessments and liens relating to Assessments, including foreclosure of Assessment liens. In the event said arbitrator shall award foreclosure of Assessment liens, foreclosure shall become part of any judicially enforceable award of the arbitrator.

10.25.4.5 In the event binding arbitration is mutually agreed by all parties and invoked, the Parties may select such arbitrator or arbitrators as they may agree upon. In the event the Parties cannot agree within ten (10) days of the notice of referral to arbitration, then, in that event, all remaining disputes shall be tendered to the American Arbitration Association to be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.25.5 The Parties agree to engage in ADR procedures in good faith. For purposes of this ADR provision, good faith is defined as the appearance at and participation in each ADR procedure described herein with honesty in fact by each participant.

10.25.6 All Parties involved in a dispute involving ADR agree to bear the costs of a mediator on an equal pro rata basis. The payment of arbitration costs shall be allocated by the arbitrator.

10.25.7 All ADR procedures undertaken pursuant to this section, except binding arbitration, shall be confidential and privileged in nature, and shall be deemed to be an ADR communication as defined in § 154.073 of the Tex. Civ. Prac. & Rem. Code and is not subject to disclosure nor use as evidence for any purpose, including impeachment, in any judicial, administrative, or other proceeding, Such ADR communications that are discoverable or admissible outside of the ADR procedure are not excluded from discovery or admission as a result of its use in the ADR procedure.

10.25.8 Intentionally deleted.

**AFFIDAVIT OF TRIPLE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.
PRESIDENT AND BOARD OF DIRECTORS MEMBER IMMEDIATELY FOLLOWS**

AFFIDAVIT

STATE OF TEXAS)
)
COUNTY OF Nays)

BEFORE ME, the undersigned authority, personally appeared Kevin Reed, Affiant, who, being by me duly sworn, deposed as follows:

“My name is Kevin Reed. I am over the age of twenty-one (21) years, of sound mind, have never been convicted of a felony, and am fully competent and able to testify to the matters set forth herein. The statements made and information contained herein are based upon my personal knowledge and are true and correct.

“I am the president of the Triple Creek Ranch Homeowners’ Association, Inc. (the “Association”). I am also a member of the Association’s Board of Directors. During the summer of 2022, the Members of and Owners within the Association voted to amend the Triple Creek Ranch Subdivision’s covenants, conditions, and restrictions as set forth in the above-referenced and foregoing 2022 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “2022 Amendments”). Along with other members of the Association’s Board of Directors, I personally reviewed and certified the results of the above-referenced voting. Each one of the 2022 Amendments were approved and passed by the Owners of more than 67% of the Lots, then separately acknowledged in writing by the Owners of more than 67% of the Lots.

“Further, affiant sayeth not.”

Kevin Reed
AFFIANT SIGNATURE

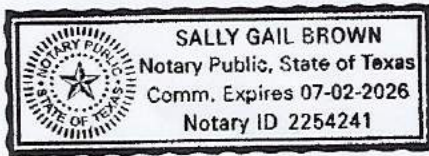
Affiant Name printed: Kevin Reed
President of, and Board of Directors member for,
Triple Creek Ranch Homeowners’ Association, Inc.,
a Texas non-profit corporation

SUBSCRIBED AND SWORN TO BEFORE ME, on this 22nd day of August,
2022.

Sally Gail Brown
NOTARY PUBLIC -STATE OF TEXAS

SEAL/Comm. Expires: 7/2/2026

NAME PRINTED: Sally Gail Brown



AFFIDAVIT

STATE OF TEXAS

COUNTY OF Hays

BEFORE ME, the undersigned authority, personally appeared Kevin Reed, Affiant, who being by me duly sworn, deposed as follows:

"My name is Kevin Reed. I am over the age of twenty-one (21) years, of sound mind, have never been convicted of a felony, and am fully competent and able to testify to the matters set forth herein. The statements made and information contained herein are based upon my personal knowledge and are true and correct.

"I am the president of the Triple Creek Ranch Homeowners' Association, Inc. (the "Association").

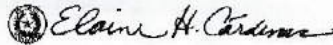
022, the Member of
Division's covenant.
SECOND AMENDED
IONS (the "2022
personally revised
Amendments were
ly acknowledged in

THE STATE OF TEXAS

COUNTY OF HAYS

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

22040682 AMENDMENT
08/24/2022 11:58:29 AM Total Fees: \$170.00



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

President of, and Board of Directors member for,
Triple Creek Ranch Homeowners' Association, Inc.,
a Texas non-profit corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, on this 22nd day of August, 2022.

Sally Gail Brown
NOTARY PUBLIC - STATE OF TEXAS

NAME PRINTED: Sally Gail Brown

REALCOMM Expires: 7/2/2024

