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AFTER RECORDING RETURN TO:

Joshua D. Bernstein, Esq.  
Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

WEST CYPRESS HILLS  
DEVELOPMENT AREA DECLARATION  
PHASE TWO SECTION THREE

Declarant      CYPRESS RANCH, LTD., a Texas limited partnership

Cross reference to: (i) West Cypress Hills Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006222235 in the Official Public Records of Travis County, Texas, as amended by that certain West Cypress Hills First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2008049036 in the Official Public Records of Travis County, Texas, that certain West Cypress Hills Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2011028164 in the Official Public Records of Travis County, Texas, and that certain West Cypress Hills Third Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2012005832 in the Official Public Records of Travis County, Texas; and (ii) that certain Notice of Applicability of West Cypress Hills Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [Phase Two Section Three], recorded as Document No. 2014144955 in the Official Public Records of Travis County, Texas. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

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**DEVELOPMENT AREA DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WEST CYPRESS HILLS  
PHASE TWO SECTION THREE**

This Development Area Declaration West Cypress Hills [Phase Two Section Three] (the “Declaration”) is made by **CYPRESS RANCH, LTD.**, a Texas limited partnership (the “Declarant”), and is as follows:

**RECITALS**

**A.** Declarant previously executed that certain West Cypress Hills Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006222235 in the Official Public Records of Travis County, Texas, as amended by that certain West Cypress Hills First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2008049036 in the Official Public Records of Travis County, Texas, that certain West Cypress Hills Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2011028164 in the Official Public Records of Travis County, Texas, and that certain West Cypress Hills Third Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2012005832 in the Official Public Records of Travis County, Texas (the “Master Declaration”).

**B.** Pursuant to the terms and provisions of that certain Notice of Applicability of West Cypress Hills Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [Phase Two Section Three], recorded as Document No. 2014144955 in the Official Public Records of Travis County, Texas, West Cypress Hills Phase Two Section Three, a subdivision of record in Travis County, Texas, according to the map or plat thereof recorded as Document No. 201400218, Official Public Records of Travis County, Texas (the “Development Area”), is currently encumbered by the Master Declaration.

**C.** Section 2.02 of the Master Declaration provides that, upon recordation of a Development Area Declaration (as defined in the Master Declaration) in the Official Public Records of Travis County, Texas with respect to all or any portion of the Development Area, such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute part of the Master Declaration.

**D.** Declarant intends for this Declaration to serve as one of the Development Area Declarations permitted under the Master Declaration and desires that the Development Area described and identified in Recital B hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Declaration.

A Development Area is a portion of the West Cypress Hills development which has actually been made subject to the terms and provisions of the Master Declaration and a Development Area Declaration. A Development Area may correspond to one or all of the lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your lot, you must consult the terms and provisions of the Master Declaration, the terms and provisions of any notice of applicability covering your lot, and the Development Area Declaration which includes the Development Area where your lot is located.

E. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

F. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Development Area, and each owner thereof, which will be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) that all of the Development Area will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration.

## ARTICLE 1 DEFINITIONS

**1.01 Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

**"Articles"** means the Articles of Incorporation of the Association, as the same may be amended from time to time.

**“Assessment”** or **“Assessments”** means all assessment(s) imposed by the Association under the Master Declaration.

**“Association”** means the WCH Master Community, Inc., a Texas non-profit corporation.

**“Association Restrictions”** means the Master Declaration, this Declaration, any rules adopted by the West Cypress Hills Reviewer pursuant to *Section 6.05(b)* of the Master Declaration, any rules or regulations adopted by the Board pursuant to *Section 3.06(a)* of the Master Declaration, and the Articles and Bylaws of the Association.

**“Board”** means the Board of Directors of the Association.

**“Bylaws”** means the bylaws of the Association, as amended from time to time.

**“Declarant”** means **CYPRESS RANCH, LTD.**, a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of **CYPRESS RANCH, LTD.**, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

The “Declarant” is the party who causes the Development Area to be developed for actual residential use. The Declarant enjoys special privileges to help protect its investment in the Development Area. These special rights are described in this Declaration. Many of these rights do not terminate until Declarant either: (i) has sold all Lots which are included in the Development Area; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Travis County, Texas.

**“Design Guidelines”** means the standards for design, construction, landscaping, and exterior items placed on any Lot adopted pursuant to *Section 6.05(b)* of the Master Declaration, as amended.

**“Improvements”** means every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

**"Lot"** or **"Lots"** means one or more of the subdivided lots within the Development Area other than Common Area, Special Common Area, and Development Common Area.

**"Master Declaration"** means that certain West Cypress Hills Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006222235 in the Official Public Records of Travis County, Texas, as amended by that certain West Cypress Hills First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2008049036 in the Official Public Records of Travis County, Texas, that certain West Cypress Hills Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2011028164 in the Official Public Records of Travis County, Texas, and that certain West Cypress Hills Third Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2012005832 in the Official Public Records of Travis County, Texas.

**"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Development Area given to secure the payment of a debt.

**"Mortgagee"** or **"Mortgagees"** means the holder or holders of any Mortgage(s).

**"Owner"** or **"Owners"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

**1.02 General Definitions.** Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Declaration.

## ARTICLE 2 GENERAL RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.01 Subdividing.** No Lot may be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the West Cypress Hills Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the West Cypress Hills Reviewer. Public utility and drainage easements are exempt from this provision.

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**2.02 Hazardous Activities.** No activities may be conducted on the Development Area and no Improvements constructed on the Development Area which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon the Development Area, no open fires may be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

**2.03 Insurance Rates.** Nothing may be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Development Common Area, or the improvements located thereon, without the prior written approval of the Board.

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

**2.05 Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Development Area such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants.

**2.06 Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area. No more than four (4) domestic household pets may be kept, maintained or cared for on any Lot. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the West Cypress Hills Reviewer, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Development Area or the Property.

**2.07 Rubbish and Debris.** No rubbish or debris of any kind may be placed or permitted to accumulate upon the Development Area, and no odors will be permitted to arise therefrom so as to render the Development Area any portion thereof unsanitary, unsightly,

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offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. In the event the owner shall fail or refuse to keep, or cause to be kept on such Owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Association may (but will not be obligated to) enter upon such property and remove or correct the same at the expense of the Owner and such entry shall not be deemed a trespass.

**2.08 Maintenance.** The Owners of each Lot will be jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The West Cypress Hills Reviewer, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this *Section 2.08* has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the West Cypress Hills Reviewer, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping sidewalks and driveways in good repair.
- (viii) Complying with all government, health and police requirements.
- (ix) Repainting of Improvements.
- (x) Repair of exterior damage, and wear and tear to Improvements.

**2.09 Antennae.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the West Cypress Hills Reviewer; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the West Cypress Hills Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

**2.10 Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, Development Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Master Architectural Committee are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The West Cypress Hills Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirectTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the West Cypress Hills Reviewer from time to time. Please contact the West Cypress Hills Reviewer for the current rules regarding installation and placement.

2.11 **Signs.** All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the West Cypress Hills Reviewer.

2.12 **Tanks.** The West Cypress Hills Reviewer must approve any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the West Cypress Hills Reviewer. All tanks must be screened so as not to be visible from any other portion of the Development Area.

2.13 **Temporary Structures.** No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the West Cypress Hills Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

2.14 **Unsightly Articles; Vehicles.** No article deemed to be unsightly by the West Cypress Hills Reviewer will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single-family residential structure constructed within the Development Area shall have garage space sufficient to house a minimum of two (2) standard-size vehicles, and Owners shall store vehicles in the garage space provided; provided, however, that, to the extent that an Owner owns in excess of two (2) vehicles, the Owner may park up to two (2) (but in no event more than two (2)) standard-size vehicles owned by such Owner on the driveway serving the Owner's home. **Except as expressly provided in the preceding sentence, in no event may an Owner or any other person routinely park any vehicle(s) whatsoever on any driveway within the Development Areas (with the Board being entitled, in its discretion, to determine on a case-by-case basis whether a vehicle has been parked routinely on a driveway). Further, no automobiles or other vehicles may be parked overnight on any roadway within the Development Areas.** Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

**2.15 Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

**2.16 Compliance with Association Restrictions.** Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding must comply strictly with the provisions of the Association Restrictions as the same may be amended from time to time. Failure to comply with any of the Association Restrictions will constitute a violation of the Association Restrictions may result in a fine against the Owner in accordance with *Section 5.12* of the Master Declaration, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Board on behalf of the Association, the West Cypress Hills Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Association Restrictions, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Declaration and/or the Master Declaration for Assessments and may be collected by any means provided in the Declaration and/or the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.16* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**If you fail to comply with Association Restrictions, including this Declaration, the Master Declaration, the Design Guidelines, and any rules adopted by your association, you can be fined or a claim may be pursued against you in court.**

**2.17 Liability of Owners for Damage to Common Area, Special Common Area and Development Common Area.** No Owner may in any way alter, modify, add to or otherwise perform any work upon the Common Area, Special Common Area or Development Common

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Area without the prior written approval of the Board. Each Owner will be liable to the Association for any and all damages to: (i) the Common Area, Special Common Area, Development Common Area and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association or the Development Area Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage will be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 5.10* of the Master Declaration.

**2.18 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

### ARTICLE 3 USE AND CONSTRUCTION RESTRICTIONS

**3.01 Design Guidelines.** Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area must strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Declaration. The Design Guidelines may be supplemented, modified, amended, or restated by the West Cypress Hills Reviewer as authorized by the Master Declaration and the Design Guidelines.

**If adopted by the Declarant or the West Cypress Hills Reviewer, Design Guidelines will include additional requirements applicable to the construction of Improvements within the Development Area. Each Owner is advised to ascertain whether Design Guidelines have been adopted for their Lot.**

**3.02 Approval for Construction.** No Improvements may be constructed upon any Lot without the prior written approval of the West Cypress Hills Reviewer. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the West Cypress Hills Reviewer, in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the West Cypress Hills Reviewer's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the West Cypress Hills Reviewer.

**3.03 Single-Family Residential Use.** The Lots may be used solely for private single family residential purposes and there will not be constructed or maintained thereon more than one detached single family residence. No professional, business, or commercial activity to

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which the general public is invited may be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Development Area; (iii) the business activity does not involve door-to-door solicitation of residents within the Development Area; (iv) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence is not considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

Until the earlier to occur of the date Declarant has recorded a written statement that all sales activity has ceased within the Development Area, or forty (40) years from the date this Declaration is recorded in the Official Public Records of Travis County, Texas:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, Special Common Area, Development Common Area, and any Lot owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees have an easement over and across the Common Area, Special Common Area, Development Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area, Special Common Area, Development Common Area for the purpose of making, constructing and installing improvements to the Common Area, Special Common Area, Development Common Area.

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**3.04 Fences.** The construction of fences shall be subject to the prior written consent of the West Cypress Hills Reviewer. The West Cypress Hills Reviewer may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fencing of front yards shall be permitted.

Fences facing the front street and the rear greenbelt shall be a minimum of four feet (4') and a maximum of six and one-half feet (6.5') in height and shall be constructed using open wrought iron or an equivalent maintenance-free material powdered coated black or dark brown. Wood, common cement or cinder block and chain link are specifically prohibited.

Side yard line fences shall be of wooden construction (cedar or redwood), vertical slat, privacy fence, with no gaps between slats and no access gate. Side yard line fences which face a street must be constructed with the "good side" (pickets) facing the street, topped with a runner "cap and trim" style, and stained/ sealed with semi-transparent cedar tone product to preserve appearance. Side yard fences that separate adjacent Lots must be constructed as a "Good Neighbor" fence or with alternating eight (8') fence sections facing each lot. Rear yard line fences that separate adjacent properties may be constructed of wood, and follow the side yard fence guidelines above.

Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. Unless otherwise agreed between Lot Owners, side and rear yard fences that separate adjacent Lots will be owned and maintained by the Owner on whose Lot the fence has been installed, or if the location is indeterminate, such fence will be maintained by the Owners of the adjacent Lots with expenses being shared equally. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged rails or pickets in the fence, (3) noticeable deterioration of fence stain, and (4) symbols, writings, and other graffiti on the fence.

**3.05 Building Materials.** All building materials must be approved in advance by the West Cypress Hills Reviewer, and only new building materials (except for used brick) may be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the West Cypress Hills Reviewer, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

**3.06 Masonry Requirements.** Residences, whether located on interior or corner Lots, shall have the following minimum of stone or masonry construction on their exterior walls:

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(a) for Lots categorized by Declarant as sixty feet (60') or less, the front and the side elevation of the dwelling's first floor and the front elevation of the second floor shall be hundred percent (100%) masonry construction, except over roofed area, and a minimum five foot (5') masonry return on each side of the second floor. Masonry shall include brick, stone, stucco, or any other native type of stone veneer. Concrete fiber products such as board and batten may be permitted in small areas not to exceed one hundred (100) square feet;

(b) for Lots categorized by Declarant as seventy feet (70') or greater, each elevation of the dwelling's first floor and the front elevation of the second floor shall be one hundred percent (100%) stone or masonry construction, except over roofed area, and a minimum eight foot (8') masonry return on each side of the second floor. Masonry shall include brick, stone, stucco, or any other native type of stone veneer. Concrete fiber products such as board and batten may be permitted in small areas not to exceed one hundred (100) square feet;

(c) for Lots in which the rear elevation of the dwelling faces a subdivision collector street, the exterior walls shall be comprised of one hundred percent (100%) stone or masonry construction; and

(d) in computing said percentages: (i) all gables, window and door openings, and all exterior courtyard walls that do not face the street shall be excluded from the total area of the first story exterior walls; (ii) stone and masonry used on walls of attached garages may be included in the computation as stone or masonry use and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the West Cypress Hills Reviewer.

(e) Exposed foundations shall be limited to eighteen inches (18") height on front elevations, and twenty-four inches (24") height for side elevations visible from the street / in front of the fence line. The height of exposed foundations is limited to forty-eight inches (48") on all other sides (behind the fence line) and rear elevations. "Split-level" plans are also required to have no more than forty-eight inches (48") of exposed foundation and should be stair-stepped, so no area of the exposed foundation exceeds forty-eight inches (48").

**3.07 Minimum Square Footage.** The minimum square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is:

(a) for Lots categorized by the Declarant as 60' Lots: 1,800 square feet for a single-story residence and 2,100 square feet for a two-story residence;

(b) for Lots categorized by the Declarant 70' Lots: 2,200 square feet for a single-story residence and 2,500 square feet for a two-story residence; and

(c) for Lots categorized by the Declarant 90' Lots: 2,500 square feet for a single-story residence and 2,900 square feet for a two-story residence.

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**3.08 Setback Requirements.** Unless the West Cypress Hills Reviewer determines otherwise, building setbacks shall be:

**Front Setback:** twenty-five feet (25') from front property lines, **however a minimum of 20% of a builder's dwellings on each street should be setback at least four feet (4') beyond the required setback in order to vary the streetscape,**

**Side Setback:** five feet (5') from side Lot property lines when adjacent to another residential Lot, and fifteen feet (15') when adjacent to a street,

**Rear Setback:** **ten feet (10') from rear property lines for Lots backing to greenbelt, utility, or drainage lots; twenty feet (20') from rear property lines for Lots backing to other residential Lots.**

Setback variances may be granted for unusual topographical situations, at the sole discretion of the West Cypress Hills. Such variance must be evidenced in writing.

**3.09 Address Markers.** The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the West Cypress Hills Reviewer.

**3.10 HVAC Location.** No HVAC unit, evaporative cooler or any other air-conditioning apparatus or related equipment (collectively, "HVAC Apparatus"), may be installed on the ground in front of a residence or on the roof of any residence. No HVAC Apparatus may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other Lot or any Common Area, Special Common Area or Development Common Area. All HVAC Apparatus must be placed behind the fence line and screened from view by privacy fences or sufficient evergreen vegetative screening which at planting must be large enough to screen at least sixty (60%) of the unit, all of which fence or screening (as the case may be) shall, in any event, be subject to the prior approval of the West Cypress Hills Reviewer.

**3.11 Rentals.** Nothing in this Declaration may prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases must be in writing. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. The Owner must provide to its lessee copies of the Association Restrictions.

**3.12 Alteration or Removal of Improvements.** Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement may be performed only with the prior written approval of the West Cypress Hills Reviewer.

**3.13 Trash Containers.** Trash containers and recycling bins must be stored in one of the following locations:

- (i) inside the garage of the single-family residence constructed on the Lot; or
- (ii) Behind the side yard fence on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The West Cypress Hills Reviewer will have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

**3.14 Drainage.** There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the West Cypress Hills Reviewer. When Improvements are made to a Lot which alter the drainage flow, drainage swales must be provided by the Owner to insure that the building improvement does not interfere with established water movement over the Lot or create an increased inundation of any adjoining property.

**3.15 Construction Activities.** This Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the West Cypress Hills Reviewer in its sole good faith judgment, the West Cypress Hills Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the West Cypress Hills Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection therewith.

**3.16 Construction in Place.** All dwellings constructed within the Development Area shall be built in place on the applicable Lot. No off-site construction of prefabricated structures shall be allowed. This does not include or apply to "components" of the dwelling, such as trusses, cabinets, appliances, etc.

**3.17 Unfinished Structures.** No structure shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential Improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant.

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**3.18 Sidewalks.** A sidewalk shall be constructed at locations as approved by Travis County. Sidewalks shall be constructed on each Lot by the Owner and the plans and specifications for all residential buildings on each Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed prior to occupation of the residential building. Sidewalks shall be constructed to connect with sidewalks on adjoining property, be four feet (4') wide and with a "broom" finish. No other sidewalks shall be placed on any Lot without the prior written approval of the West Cypress Hills Reviewer.

**3.19 Maintenance of Lawns and Planting.** Each Owner shall keep all shrubs, trees, grass, beds, walls, features and plantings of every kind on such Owner's Lot weeded, cultivated, pruned, mowed and free of trash, algae and other unsightly material. Notwithstanding the forgoing, Common Areas shall be maintained by removing all rubbish and unsightly material, and by mowing the unpaved areas of right of way within the subdivision and areas within and immediately surrounding the amenity centers. All other Common Areas (greenbelts) are not required to be mowed; they are generally to be left in their natural state with native grasses. Native and adapted plant use is encouraged. Fertilization is not required. Organic and natural lawn applications are encouraged. Conservation, irrigation and planting recommendations are listed in the Design Guidelines.

All landscape improvements visible from a street are subject to review by the West Cypress Hills Reviewer prior to installation. Installation of new lawns by grass seeding or sprigging shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage in front, side & rear yards. Shrubbery shall be installed in front of the residence. Silt fencing shall be maintained on each Lot until grass has fully grown-in, and until the root system is completely established on the Lot. Hydromulching shall not be permitted without prior written approval from the West Cypress Hills Reviewer. Use of St. Augustine grass is strictly prohibited.

**3.20 Lower Colorado River Authority ("LCRA") Restrictive Covenant: Soil Requirements.**

(a) **Generally.** Reference is here made to the Restrictive Covenant dated October 5, 2011, recorded as Document Number 2011149746 in the Official Public Records of Travis County, Texas (the "LCRA Restrictive Covenant"), which sets forth certain obligations and requirements applicable to Owners with respect to soil and turf importation and application and landscape maintenance generally. Each Owner shall be fully bound by the covenants, conditions and restrictions set forth in the LCRA Restrictive Covenant, which are expressly incorporated by reference herein, and any violation of the LCRA Restrictive Covenant shall likewise constitute a violation of this Declaration. Without limitation on the foregoing, each Owner is hereby advised that, among other things, the LCRA Covenant provides for the following requirements applicable to the Development Area.

(b) **Stockpiling.** Salvaged topsoil from the Lot should be used whenever possible. In any areas requiring grading, Owners shall be obligated to remove and stockpile topsoil on site {W0610344.2}

in a designated controlled area to be reapplied to other portions of the Lot where feasible. Stockpiled soils must be protected from erosion with appropriate temporary erosion controls and cannot be placed adjacent to surface waters, within the buffer zones or in areas with concentrated flow.

(c) Soil Depth. All newly planted turf areas must have a minimum soil depth of six inches (6") to eight inches (8"). Builders and owners shall import soil if needed to achieve sufficient soil depth. Soil in these areas may be either native soil from the Lot or imported, improved soil.

(d) Import Soil. The topsoil for turf areas must be weed-free, contain a minimum of twenty percent (20%) compost by volume, contain less than twenty percent (20%) clay, and be free of stones, stumps, roots or other similar objects larger than one inch (1"). If on-site soils do not meet these specifications, topsoil per the above specifications must be added. Sandy loam is not an approved soil and caliche is not considered a soil.

(e) Import Soil Application. Topsoil that is added to the Lot shall be incorporated in a two inch (2") to three inch (3") scarified transition layer to improve drainage. Owners shall not scarify within a drop line of existing trees to be retained. Topsoil shall be applied so as to maintain proper drainage by transitioning soil depth, use of retaining walls or borders so as to tie into adjacent grades as per the drainage plans for the Development Area.

(f) Soil Inspection. Owners and homebuilders shall contact the LCRA for inspection after topsoil has been spread on the site and prior to laying sod.

(g) Turf/Native Plants. Turf shall be bermuda, buffalo or zoysia sod. A maximum of thirty percent (30%) of the Lot can be covered in turf. The remainder of the Lot must follow the Hill Country Landscape Option that relies on native trees, shrubs and perennials (see LCRA website for details).

(h) Irrigation. Spray irrigation shall be limited to 2.5 times the foundation footprint with a maximum of twelve thousand (12,000) square feet. The footprint may include the house and the garage but not the driveway or patio.

(i) Undisturbed Area Requirement. For Lots greater than fifteen thousand (15,000) square feet, no less than twenty-five percent (25%) of the Lot shall remain in a natural condition (no grading, planting sod, etc.). Removal of ashe juniper (cedar) and other invasive species can be performed by hand clearing methods to restore native vegetation and grasses. The area shall not be irrigated.

(j) Slope Limitation. The soil amendment cannot be used on slopes greater than twenty percent (20%) or in areas subject to concentrated flows or any sensitive areas to minimize potential discharge of soil to waterways.

**3.21 Roofing and Downspouts.** Roofing materials must be asphalt or composition with a rating of 25 years or greater, or any other materials approved in writing by the West Cypress Hills Reviewer. Ninety-five percent (95%) of roof area runoff shall discharge onto pervious ground or vegetated areas. Downspouts from gutters shall not discharge more than five percent (5%) of roof runoff directly onto sidewalks or driveways.

**3.22 Swimming Pools, Tennis Courts and Sport Courts.** No above-ground swimming pools shall be constructed within the Development Area. Any swimming pool, tennis court, or sport court, and the screening or fencing of such, shall be subject to the approval and requirements of the West Cypress Hills Reviewer. Additionally, the materials, design and construction thereof shall meet standards generally accepted by the industry and shall comply with regulations of all applicable governmental agencies, and shall meet all fence and setback criteria established by the Association Restrictions and applicable law.

**3.23 Accessory Buildings.** Accessory buildings shall not be permitted in any yard area without the prior written approval of the West Cypress Hills Reviewer. Permitted accessory buildings and gazebos shall complement the neighborhood and the existing residence on the Lot. Exterior materials of accessory buildings such as windows, roof, paint, stain and siding, must be the same type and quality as those of the existing residence on the Lot. Vinyl, polymer, metal, and aluminum will not be allowed, however small vinyl / polymer storage containers not exceeding four (4') feet in height may be permitted only if placed directly behind the residence so that it is not visible from the front street. Accessory buildings or gazebos constructed of exotic materials, that are dissimilar to residential construction in the neighborhood will be evaluated on a case-by-case basis, but will generally not be approved.

Owners shall only be permitted, with prior written approval of the West Cypress Hills Reviewer, to erect a maximum of two (2) accessory structures on the Lot. All local building codes, including those regarding impervious cover, must be observed. Accessory buildings must be located in the back yard of the Lot. However, no two buildings on adjoining properties shall be placed adjacent to each other or side by side. In other words, there shall not be more than one accessory building between any two residences. Accessory buildings must be screened from view so as to not be visible from any street adjoining the front and side property lines of the Lot. Gazebos must be located behind the residence and must not be visible from the street adjoining the front property line of the Lot. The height of an accessory building, measured from the average grade of the Lot at the base of the building to highest portion of the building must be less than or equal to seven feet, zero inches (7'-0"). The height of a gazebo, measured from the average grade of the Lot at the base of the gazebo to highest portion of the gazebo must be less than or equal to ten feet, zero inches (10'-0"). The surface area (footprint of the base, pad or foundation) of the accessory building or gazebo must be less than or equal to eighty (80) square feet.

Approved accessory buildings or gazebos shall be built in a workmanlike manner, completed within three (3) months of the date of approval by the West Cypress Hills Reviewer,

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and in accordance with the approved plans and specifications. They must be maintained in a good condition.

**3.24 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 portion of the Development Area unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements approved in writing by the West Cypress Hills Reviewer; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the West Cypress Hills Reviewer; and further provided that this provision shall not apply to utilities installed along the perimeters of the Development Area. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the West Cypress Hills Reviewer.

**3.25 Erosion Control / Water Quality Measures.** Each Owner shall comply with the terms of the applicable "Storm Water Pollution Prevention Plan" issued prior to construction on such Owner's Lot. Additionally, the Board shall have the power to establish reasonable policies seeking to enhance erosion control and water quality in the Development Area. Such policies may extend to the Owner and the Owner's agents or contractors. The Board shall have the power to impose reasonable fines to deter non-compliance with these policies, and to reimburse the Association for its actual costs in remedying the non-compliance so long as the Owner has been provided with notice of the policies after adoption by the Board.

**3.26 Propane Service.**

(a) General Intent. In developing the Development Area, Declarant determined that a centralized propane distribution system would be beneficial to the Development Area, and requested that Propane Cypress Ranch, LLC, a Texas limited liability company, its successors, licensees, or assigns (collectively, the "**Gas Company**"), provide propane gas service through a centralized propane gas distribution system (the "**Gas System**") constructed, owned, and operated by the Gas Company. The Gas Company determined that the request was economically feasible only if all of the Lots within the Development Area were subject to all restrictions, covenants, conditions and reservations imposed by this Section (collectively, the "**Propane Deed Restrictions**"). Subject to the imposition of the Propane Deed Restrictions, the Gas Company committed to provide propane gas service, through the Gas System, to the Development Area. Therefore, in accordance with both the doctrines of restrictive covenants and reliance by the Gas Company, the Declarant desires to impose the Propane Deed Restrictions upon the Development Area.

(b) Propane Restrictions.  
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(i) All structures having more than 1,000 square feet of enclosed, temperature-controlled area built within the Development Area shall be and shall remain completely plumbed for propane gas use, to be supplied exclusively by the Gas Company through the Gas System, for all of the following: (1) water heaters; and (2) furnaces and permanently **attached** air heating systems. In addition, all such structures shall have a gas yardline installed from the service located near the street to the house upon such Lot.

(ii) Other than containers utilized in the Development Area by or for the benefit of the Gas Company, no propane fuel storage containers exceeding ten gallons in capacity shall be located, permitted, used or installed on the Property, except for containers permanently attached to a vehicle or outdoor equipment and only if such container is used solely to fuel said vehicle or outdoor equipment.

(iii) The Association shall have no right to impose any assessments, dues, tax or use fees against the owner or operator of any part of the Gas System or against any property interests related to the Gas System.

(iv) The Gas Company is authorized to, but has no duty or obligation to, take steps it considers reasonable to remedy any violation of this Section and the Gas Company is released from all liability for costs, damages, etc. related thereto. Additionally, each Owner shall be liable to compensate the Gas Company for reasonable charges and damages related thereto, including, without limitation, all costs of collection and enforcement, and court costs and attorney's fees.

(c) Propane Fuel Use Covenant and Condition.

(i) It is a covenant and condition encumbering each Lot that all structures built on each Lot shall exclusively utilize propane gas supplied by the Gas Company through the Gas System as fuel for: (1) all water heaters installed or utilized thereon; and (2) all furnaces and permanently attached air heating systems installed or utilized thereon (the "**Propane Use Requirements**").

(ii) Each Lot is subject to and bound by the Propane Use Requirements unless and until a one-time gas line construction recoupment fee ("**Recoupment Fee**") is received by the Gas Company and accompanied with written notice identifying the payment as the Recoupment Fee for a specifically identified Lot.

(iii) Upon the occurrence of a violation of the Propane Use Requirements on a Lot, the Owner of the Lot is obligated to and shall pay to the Gas Company the applicable Recoupment Fee. For the purposes of this Declaration, a violation of the Propane Use Requirements shall occur upon the installation or utilization on a Lot of: (1) a water heater; or (2) a furnace/permanently-attached air heating system, which does not

exclusively utilize propane fuel supplied by the Gas Company through the Gas System for heating purposes. The amount of the applicable Recoupment Fee shall be as follows:

A. If the Recoupment Fee and requisite written notice is received by the Gas Company prior to the occurrence of a violation of the Propane Use Requirements on the Lot, the Recoupment Fee shall equal \$950.

B. If the Recoupment Fee and requisite written notice is not received by the Gas Company prior to the occurrence of a violation of the Propane Use Requirements on the Lot, the Recoupment Fee shall equal \$1,250.

C. If the Recoupment Fee and requisite written notice is not received by the Gas Company prior to the occurrence of a violation of the Propane Use Requirements on the Lot, and the Gas Company refers the unpaid Recoupment Fee obligation to a collection agency or attorney, the Recoupment Fee shall equal \$1,250 plus all costs incurred by the Gas Company to collect the Recoupment Fee, including, but not limited to, all costs of collection and enforcement, and court costs and attorney's fees. The Gas Company agrees to provide written notice regarding the current amount of such costs incurred within 5 business days of its receipt of a written request from the Lot's Owner, accompanied by a self-addressed, postage-paid envelope.

(d) General Provisions Concerning Propane Deed Restrictions.

(i) The Gas Company shall have the right to enforce the Propane Deed Restrictions by any proceeding at law or in equity. Failure to enforce any Propane Deed Restrictions shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by an officer of the Gas Company.

(ii) Invalidation of any one of the Propane Deed Restrictions by judgment or court order shall in no way affect any other provision, and all other provisions of the Propane Deed Restrictions shall remain in full force and effect.

(iii) The Propane Deed Restrictions are for the purpose of adding value to the Development Area and to enhance safety. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Development Area in whole or in part, and their heirs, successors and assigns. The Propane Deed Restrictions shall be for the benefit of the Development Area and the Gas Company.

(iv) The Propane Deed Restrictions shall be effective for a term of 30 years from the date this Declaration was recorded. Thereafter, the Propane Deed Restrictions shall be automatically extended for successive periods of 10 years, unless amended or



terminated by an instrument mutually agreed to and approved by: (1) during the Development Period, Declarant and the Gas Company; and (2) upon expiration or termination of the Development Period, the Gas Company and 95% of the Owners of record of Lots within the Development Area. Neither any amendment nor any termination shall be effective until recorded in the appropriate real property records of Travis County, Texas, and all requisite governmental approvals, if any, have been obtained.

(v) In the event the Gas Company deems it necessary to file suit against any party to enforce the Propane Deed Restrictions and prevails to any extent, the losing party shall reimburse to the Gas Company its expenses incurred in suit, including, but not limited to, collection fees, attorney fees, and court costs.

(vi) Notice to the Gas Company shall be effective 2 days after the day it is deposited into the United States Postal Service if sent by postage prepaid, certified mail, return receipt requested, to both Susan J. Savage, attorney-at-law, Hurst Savage & Vanderburg, LLP, 814 W. 10<sup>th</sup> Street, Austin, Texas 78701-2005, and to Propane Cypress Ranch, LLC, P.O. Box 93183, Austin, Texas 78709.

#### **ARTICLE 4 INSURANCE AND CONDEMNATION**

**4.01 Insurance.** Each Owner will be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies will be for the full insurable value of the Improvements constructed upon each Lot, will contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies will be a common expense to be included in the assessments levied by the Association, as the case may be. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

**4.02 Restoration.** In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage

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or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this sentence will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Master Declaration or this Declaration for Assessments and may be collected by any means provided in the Master Declaration and/or Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**4.03 Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## ARTICLE 5 MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development Area. The provisions of this Article apply to this Declaration and the Bylaws of the Association.

**5.01 Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development Area or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

**5.02 Examination of Books.** The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

**5.03 Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and not to any other portion of the Development Area.

## ARTICLE 6 DEVELOPMENT

**6.01 Addition of Land.** Declarant may, at any time and from time to time, add additional portions of the Property which are owned by Declarant to the Development Area and, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Area, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 10.05* of the Master Declaration) containing the following provisions:

(A) A reference to this Declaration, which will include the recordation information thereof;

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- (B) A statement that such land will be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (C) A legal description of the added land.

**6.02 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a plat; (ii) any portion of the Development Area included in a plat if Declarant owns all Lots described in such plat; and (iii) any portion of the Development Area included in a plat even if Declarant does not own all Lot(s) described in such plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such plat. Upon any such withdrawal and renewal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

## ARTICLE 7 GENERAL PROVISIONS

**7.01 Duration.** This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein will run with and bind the land, and will inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2055, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas. Notwithstanding any provision in this

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Section 7.01 to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**7.02 Amendment.** This Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote.

**7.03 Notices.** Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

**7.04 Interpretation.** The provision of this Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration will be construed and governed under the laws of the State of Texas.

**7.05 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**7.06 Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**7.07 Enforcement and Nonwaiver.**

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any

provision of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof.

- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

7.08 **Construction.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective as of the date this Declaration has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

CYPRESS RANCH, LTD., a Texas limited partnership

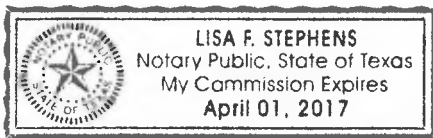
By: Cypress Ranch Development, Inc., a Texas corporation, General Partner

By: [Signature]  
Printed Name: Alan Topfer  
Title: President

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of February, 2014, by Alan Topfer, President of Cypress Ranch Development, Inc., a Texas corporation, General Partner of Cypress Ranch, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(Seal)



[Signature]  
Notary Public Signature

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 26, 2014 10:55 AM 2014144956

MITCHELLM: \$146.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

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