

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
THE CLIFFS AT WATER RIDGE, SECTION ONE

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LLANO \*

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by WATER RIDGE, L.P., a Texas Limited Partnership, acting herein by and through its General Partner, WATER RIDGE DEVELOPMENT COMPANY, LLC, a Texas Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as THE CLIFFS AT WATER RIDGE, SECTION ONE, a subdivision in Llano County, Texas, according to the map or plat thereof recorded in ~~Volume 15, Pages 13 through 14, Clerk's File No. 04-10497~~ of the Map Records of Llano County, Texas.

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon THE CLIFFS AT WATER RIDGE, SECTION ONE, hereinafter referred to as the "Property", which is further identified in the subdivision plat referenced above, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I  
Definitions

Section 1. "Association" shall mean and refer to WATER RIDGE Property Owner's Association.

Section 2. "Property and/or Properties" shall mean and refer to THE CLIFFS AT WATER RIDGE, SECTION ONE, which is further identified in the aforementioned subdivision plat.

Section 3. "Lot and/or Lots" shall mean and refer to the Lots shown upon the subdivision plat which are restricted hereby to use for single family residential dwellings only.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding

those having such interest merely as security for the performance of an obligation and those having only an interest in the mined estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of THE CLIFFS AT WATER RIDGE, SECTION ONE, ~~recorded in Volume 15, Pages 13 through 14, inclusive, Clerk's File No. 04-10497~~ of the Map Records of Llano County, Texas.

Section 6. "Architectural Control Committee" or "Committee" shall mean and refer to WATER RIDGE Architectural Control Committee, provided in Article IV hereof.

Section 7. "Builder-Owner" shall mean and refer to the owner of a Lot who owns such Lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder-Owner by Declarant.

Section 8. "Lake" shall mean and refer to Lake Buchanan.

Section 9. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 10. "River Authority" shall mean and refer to the Lower Colorado River Authority ("LCRA").

Section 11. "Board of Directors" or "Board" shall mean the elected body of WATER RIDGE Property Owners Association.

Section 12. "Utility Company" shall mean and refer to Central Texas Electric Co-op.

Section 13. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.

Section 14. "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, wall, fence and any other object placed on, in or under the Properties.

Section 15. "Declarant" shall mean and refer to WATER RIDGE DEVELOPMENT COMPANY, LLC, d/b/a WATER RIDGE, its successors and assigns.

Section 16. "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

Section 17. "Administrator" shall mean the entity administering the maintenance fund.

Section 18. "Unrestricted Reserve" shall mean and refer to any area designated on the Subdivision Plat as a "Reserve" or "Unrestricted Reserve".

Section 19. "Common Area" shall mean all Property (including the improvements thereon) within the Subdivision owned by the Declarant and/or the Association for the common use and enjoyment of the Owners.

ARTICLE II  
Restriction Exception and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the private streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and roadways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, water lines, sewers, storm sewers, drainage ways, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 4. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of excavation from dredged material from the shoreline of the Properties and street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for any other Owner or Owners.

Section 5. Neither Declarant nor any utility company or cable television company using the easements herein referred to, shall be liable for any damages, done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer drainage ways, electric light, electric power, cable service, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto constructed by or under Declarant or any easement owner, or, their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, other governmental agency or any public service corporation or any other party, and such right is hereby expressly reserved.

Section 7. Utility Easements

- (a) All Lots are subject to the utility easements reflected on the plat or designated in these Restrictions.
- (b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner lots adjacent to street rights-of-way and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.
- (c) With the prior approval of the Committee, the Owner of each Lot also shall have the right to construct, keep and maintain driveways, walkways, steps, air conditioning units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement"), other than along Side Lot Utility Easement which is adjacent to a street right-of-way and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.
- (d) The Owner of each Lot shall indemnify and hold harmless Declarant, the Utility District, public utility companies and cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such public utility or its employees, officers, contractors or agents.
- (e) In no event shall any Owner construct, maintain or use any of the above described improvements or any other improvements within any utility easements located along the rear of such Owner's Lot.

Section 8. Road and Street Easements. The roads and streets in the Properties are not dedicated to the public, but shall be operated as private streets with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, with easements shall include rights of ingress, egress and passage over and along said streets in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and the successor(s)-in-title to each Lot Owner, and in favor of the invitee and designees of each successor(s)-in-title to each Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section, the private roads and streets in the Properties as shown on the Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the private roads and streets as utility easements shall not affect operation of the roads and streets in this Property as private roads and streets.

Notwithstanding the operation of the roads and streets in the Property as private streets, Declarant hereby grants to Law Enforcement Agencies and Officers of Llano County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Llano County officials and personnel and other governmental officials and personnel, and to the authorized agents of the Association for performance of the Association's duties and obligations and exercise of the Association's rights in respect to the Properties, rights of ingress and egress and passage over and along said private roads and streets of the Properties in connection with the performance of their official functions.

After the Declarant turns the Association over to the property owners, the Association may offer the streets for Public Dedication upon the affirmative vote of the owners of a majority of the lots. The city or public entity is not required to accept the streets.

Section 9. Unrestricted Reserves. These restrictions do not apply in any manner to any areas designated on the Subdivision Plat as "Reserve" or "Unrestricted Reserve".

Section 10. Annexation of Additional Property. Declarant may cause additional real property to be annexed to the Property, by causing written Annexation Declaration confirming the annexation thereof, adopting these or similar Restrictions, to be placed of record in the Official Public Records of Llano County, Texas. At that point the annexed property shall become a part of this Development. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed Declarant as his agent and attorney-in-fact to effect this Annexation, which power hereby granted to Declarant is and shall be a power coupled with an interest. Thereafter the Association shall be the Association for the entirety of the Development, the same as if the Property were included in the first instance. The Owner of the Annexed Property shall be subject to these Restrictions and shall be a member of the Association and shall be entitled to all of the rights and benefits provided members. The common areas may be available to and used by the owners of any future property or lots annexed pursuant to this section.

### ARTICLE III Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single family residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling with an attached fully enclosed garage for not less than two (2) nor more than four (4) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The residential dwelling shall not exceed a height of thirty-five feet (35'). The height shall be measured from where the highest point on natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee.

As used herein, the term "Residential Purposes" shall be constructed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for any manufacturing purpose. Home-based businesses shall be allowed; however, no sign advertising said business shall be placed on a Lot.

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Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said properties without written permission of the Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties.

No manufactured homes or mobile homes are allowed on any lots in THE CLIFFS OF WATER RIDGE, SECTION ONE.

Section 2. Carports. Carports are acceptable, however in no case shall they substitute for the two car garage requirements. No carport shall be erected or permitted to remain on any Lot without the expressed prior written approval of the Committee. Approval will be denied unless the carport is an integral part of the residential structure and the carport is constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as identified in Section 22 of this Article, shall be parked or stored in a carport.

Section 3. Architectural Control. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement thereon have been approved by the Architectural Control Committee with respect to harmony with existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards more fully provided for herein. The Committee is authorized to grant variances if the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. The builder must be approved in order to ensure that the structure will be built according to the plans and specifications. The Architectural Control Committee reserves the right to approve the builder selected by Lot owner.

Section 4. Dwelling Site. The minimum square footage of the total living area of the main residential structure, exclusive of open porches, garages and/or carports, and servant's quarters, shall be as follows:

All Lots - The minimum living area of a one (1) story residential structure shall be 1800 square feet. The minimum living area of a two (2) or two and one-half (2 ½) story residential structure shall be 2400 square feet.

Section 5. Type of Construction, Materials and Landscaping.

(a) Residences, garages, and carports shall be of fifty percent masonry construction, or its equivalent on its exterior wall area, (stucco is considered masonry, Hardiplank is not) unless approved in writing by the Committee. The Committee has sole discretion as to the percentage calculation of masonry used.

(b) No external roofing material other than slate, tile, metal, or composition shingles with a twenty-five (25) year or more warranty, (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

(d) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) Landscape layout and plan shall first be approved by the Committee before work commences.

(f) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Section 6. Building Location. No main residence, garage or carport nor any part thereof shall be located on any Lot nearer to the front or rear Lot line or nearer to the side street Lot line than the minimum building lines as shown on the Subdivision Plat. However, at such times as plans are submitted to the Committee by any owner for approval, the Committee may require that the residence, garage or carport be located at a greater distance from the back Lot line than the building lines shown on the recorded plat. The Committee has sole approval of the back building line. Since the lots are large Committee will establish a location on the back building line so that there will be a consistency on house locations. No main residence, garage or carport or any other out building or any part thereof shall be located nearer than ten feet (10') to any interior side Lot line or twenty-five feet (25') to any front Lot line. A satellite dish is not considered a structure (see Section 23 of this Article for satellite dish location). Said out building or structure shall contain no more than four hundred (400) square feet and be no less than sixty-five percent (65%) open in its total wall surfaces unless otherwise approved by the Committee. All materials used in constructing any out building or other such structure shall be in harmony with the main residence. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building on any Lot to encroach upon another Lot, except that any Owner of one or more adjoining Lots may, with the written permission of the Committee, merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article 111, Section 6 only.

Upon written request, the Committee may approve deviations from the single family detached building location requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 7. Slab Requirements. All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab of all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures on waterfront Lots shall be above 1022' elevation as established by the Lower Colorado River Authority. The finished slab elevation for all other structures shall be above the 100-year flood plain as established by Commissioner's Court of Llano County, Texas, the Llano County Engineers Office, and other applicable governmental authorities. All residential foundations/slabs for all Lots in the subdivision must be a minimum of twelve inches (12") above finished grade of the Lot at the foundation perimeter. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer should be consulted on these matters. The slab shall have an engineer's seal prior to approval by the Committee or a release will be executed and provided to the Committee at the time of plan submission before the concrete pour may begin on any property. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

Section 8. Special Restrictions for Interior Lots. These Lots may have a detachable garage (for not less than two (2) nor more than four (4) cars).

Section 9. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited, including but not limited to the following are:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 22 of this Article.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five (5) gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration or pollution which are hazardous by reason of excessive danger, fire or explosive.

Section 10. Temporary Structure. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but not necessarily be limited to sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings. Upon approval of the Committee, a contractor building a Residential Dwelling on a Lot for the Owner of such Lot may place a temporary construction office on the Lot. No garage, servant's quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time not to exceed one hundred eighty (180) days.

Section 11. Signs and Billboards. No signs, billboards, posters, or advertising devices or any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, Declarant or their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and an expressly relieved from any liability for trespass of other tort in connection therewith or rising from such removal. The right is reserved by Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of such waste materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses, without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 13. Electric Distribution System. The type of electric service supplied to Owners will be single phase, three wire, 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above, will be furnished by Central Texas Electric Co-Op in THE CLIFFS AT WATER RIDGE and that such service will be from the electric distribution system to be installed by Central Texas Electric Co-op, and Owners agree that only electric service at 120/240 volts, single phase, three wires, will be available for Lots. The utility easement areas dedicated and shown on the records map of THE CLIFFS OF WATER RIDGE may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming.

The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in the Properties.

Declarant does hereby require that individual underground electrical service drops be installed to each residence. The Owners of each residence will therefore comply with Central Texas Electric Co-Op policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installations of the underground service as set forth in the Company policy. Central Texas Electric Co-op's policy is subject to change from time to time without notice. The Owners shall ascertain that location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Central Texas Electric Co-Op may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of five feet (5') measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to Central Texas Electric Co-Op. This reserved right includes expressed right of Declarant and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public utility company deems necessary to order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such skill not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in these Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any public utility company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property by this easement and license.

Section 14. Views to and from Lake Buchanan. Views to and from Lake Buchanan are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstruction plant material greater than twelve feet (12') in height shall be permitted on any Waterview Lot beyond the rear building line without written approval from the Architectural Control Committee. Any plant above twelve feet (12') in height must be removed by property

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owner, unless approved in writing the Committee. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

Section 15. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots, nearer the side lot line than the side lot building line parallel to the side street as shown on the recorded Plat. All walls and fences of interior Lots may be of ornamental iron, masonry or wood construction as approved by the Committee with a height of six feet (6'). (The Declarant may construct fencing ten feet (10') tall at entrances to the Properties.) Unless otherwise approved by the Committee, all ornamental iron fences shall be black in color and of a design that conforms to the Committee's predetermined plan for such improvements. No chain link fences shall be erected, placed or permitted to remain on any residential Lot. All wooden fences shall be constructed of material to be approved by the Committee. Where approved herein, all wooden fences exposed to view from the street adjacent to the Lot shall be built so the finished side faces said street. No fence shall be installed which will impede the natural flow of water across the Lot. Unless otherwise approved by the Committee, pilasters which are in harmony with the main residential structure shall be used in conjunction with ornamental iron fences. A small patio which is an integral part of the dwelling may be enclosed with a fence or wall. Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be Owners responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, may enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VI, Section 4 herein. Plans and specifications shall be submitted as in the case with other structures.

Section 16. Mailboxes. The Declarant or the Committee, will designate the exclusive design, motif and materials for mail boxes within the Properties. All mail boxes must conform to the design, any deviations must be approved in writing or be removed. All mailboxes shall be encased or enclosed with brick or stone to match the exterior of the home.

Section 17. Utilities. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. Each lot will be required to have a sand-filled septic system wastewater system. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills) shall require the prior written approval of the Committee and shall be screened from public view. All telephone, electric, cable or other service lines shall be installed underground. When natural gas is made available to Lot owners, the Lot Owner must immediately discontinue use of propane, butane, LP gas or other type of hydrocarbon fuel being used at the time and convert to the natural gas line.

Section 18. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "views" within THE CLIFFS AT WATER RIDGE and particularly the views of Lake Buchanan, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings.
- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor).
- (c) Sunlight obstructions.
- (d) Roof top solar collectors.
- (e) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes.
- (f) Exterior storage sheds.
- (g) Fire and burglar alarms which emit lights and sounds.
- (h) Children playground and recreational equipment.
- (i) Exterior lights.
- (j) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be part of an otherwise approved landscape plan.
- (k) The location of the Residential Dwellings on the Lot.

Prohibited Items. The following items are prohibited from appearing within the properties:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices.
- (b) Above ground swimming pools.
- (c) Window unit air conditioners.
- (d) Signs (except for certain "For Sale" and "For Lease" signs).
- (e) Storage of more than ten gallons of fuel outside of regular vehicle gas tanks.
- (f) Unregistered or inoperable motor vehicles.

Section 19. Lot/Yard Maintenance. The front and side yard of all corner lots, and the front yard of all other lots shall be landscaped. Such landscaping shall be in accordance with the Committee's Standards. The Committee's decision shall be final. Unless otherwise provided for herein, such landscaping shall be completed prior to the date of occupancy of the dwelling. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. The Owners or occupants of any Lots at the intersection of streets, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association in the same manner as the Maintenance Charges payable in accordance with Article VI herein.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees shall be cut or removed except to provide room for construction of improvements, to present a hazard to the structural integrity of the slab or to remove dead or unsightly trees.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, etc. from the Properties except that the Declarant during construction of the water, sewer and drainage facilities as well as paving may burn and dispose of in other methods, trees, stumps, underbrush and other trash cleared during the construction process and the Declarant may act in accordance with Article 11, Section 4 of this Declaration.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purposes of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris or after construction of improvements.

Section 20. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, his tenants and their families.

Section 21. Storage and Repair of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; and are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the subdivision facilities or of a house or any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

Section 22. Antennas and Satellite Dishes. No electronic antenna or devise for receiving or transmitting any signal of any type other than an antenna for receiving normal marine signals from a water craft located on Lake Buchanan shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All

marine radio antennas must be attached to the main residential structure. Only one antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10) feet above the roof of the main residential structure on said Lot. The Committee may allow the installation of satellite dishes if in the sole opinion of the Committee the location of said dish does not unnecessarily affect the views or aesthetics within the subdivision. The Committee's decision shall be final. Unless otherwise approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed eighteen (18) inches in diameter and must be mounted as to not be visible from the street. All dishes shall be of one solid color of black or earth tones or brown, gray or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting device of any type which could cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any that was installed without first obtaining approval or any dish that violates these restrictions.

Section 23. Solar panels. All solar panels installed shall be used in such a manner so the structural members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these restrictions.

Section 24. Pets. No horse, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets are to run at large. All pets must be on a leash.

Section 25. Drainage. Each owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Properties. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes all grading and landscaping within the Properties. If an Owner wishes to change the established drainage and is not at that time constructing a home, a drainage plan must be provided to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

Section 26. Concrete Curb/Driveway Maintenance. The Owner or occupant shall at all times keep his entrance lip, culvert, driveway curb, curb ties, and curb along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner other occupant of a Lot in observing the above requirements, which default is continuing after thirty (30) days' written notice thereof to the Owner or occupant as applicable, the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and make such repairs as deemed necessary by the Declarant or

the Association to ensure compliance with this declaration, so as to place such driveway entrance items and street curb in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by a Vendor's Lien for the benefit of the Declarant or The Association, whichever the case may be, which is hereby retained against each Lot in WATER RIDGE, which lien shall only be extinguished by payment of such sum. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or other institutional lender, which hereinafter lends money for the construction (including improvements) and/or permanent financing of improvements on such property, provided, however, that said lien shall remain in full force and effect until paid or released by The Association through appropriate proceedings at law.

All culvert sizes and elevations must be approved by the WATER RIDGE Property Owner's Association and any other governmental agencies having jurisdiction.

Section 27. Driveways. Driveways may be built of brick, stone, concrete, or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 ½) sack cement per cubic yard and be reinforced with a minimum of #6, 6"x6" welded wire mesh. Driveway widths shall be a minimum of ten (10) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot.

An expansion joint shall be installed at the property line and at the connection where the driveway meets street.

Section 28. Walkways/Sidewalks. No sidewalks shall be required.

Section 29. Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. In no case shall the street curb be broken or cut to facilitate a pool drain without the prior written approval of the Committee. Excavation required for swimming pools shall be hauled from the site to a place outside of THE CLIFFS OF WATER RIDGE,.

#### ARTICLE IV Architectural Control Committee

Section 1. Approval of Improvement Plan. No improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvement have been approved in writing as to harmony of exterior design and color with existing strictures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by WATER RIDGE Architectural Control Committee. Two (2) copies of the construction plans, specifications, plot plan, and slab design having an engineer's seal, together with such information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. Failure on the part of the Committee to act within sixty (60) days following date of

submission of the required plan and specification shall constitute approval. The Committee may charge a reasonable fee to cover the administrative expense of its review and comment, such fee to be payable to WATER RIDGE Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, place or altered on any Lot. Each lot owner shall be responsible for obtaining all necessary permits from LCRA, Llano County and any other governmental entities prior to the start of the construction of improvements.

Section 2. Committee Membership. The Declarant, in its sole discretion, shall appoint the members of the Committee which will consist of three (3) members, none of whom shall be required to be residents of THE CLIFFS AT WATER RIDGE. The Committee shall and will act independently of WATER RIDGE Property Owners Association.

Section 3. Replacment. In the event of death or resignation of any member or members of said Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. In the event the Declarant fails to appoint successor members, the Association shall make such appointments.

Section 4. Minimum construction standards. The committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as minimum guidelines and may be amended from time to time.

Section 5. Disclaimer. No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans and specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 6. Non-Liability for Committee Action. No member of the Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any improvement or modification to any improvement on a Lot be deemed approval of the improvement or modification of improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations.

ARTICLE V  
WATER RIDGE  
Property Owners Association

Section 1. Membership. The Declarant shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and

facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the Owners of Lots in THE CLIFFS AT WATER RIDGE including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association shall be WATER RIDGE Property Owner's Association. Each Lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each Lot owned, The Association shall be governed by a Board of Directors, and the Declarant shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of ten (10) years or until all the Declarants properties have been sold whichever occurs first or at the Declarants sole option.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The Declarant shall be a member of the Association if it owns legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

## ARTICLE VI Maintenance Charges

Section 1. WATER RIDGE Use of Maintenance Fund. Each Lot shall be subject to an annual maintenance charge to be used for the purpose of maintaining all common areas, maintenance of paths, parks, pathway, electronic gates, brick walls, fences, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of THE CLIFFS AT WATER RIDGE. The amount of the maintenance charge shall be set by the Administrator of the fund from time to time subject to the limitations contained herein. The initial maintenance fee will be set at \$300.00 per year, per lot. This initial fee may be changed by a vote of the Association.

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the Lots in THE CLIFFS AT WATER RIDGE are sold by Deed or Contract or until December 31, 2015 which ever comes first, or at any earlier time if Declarant so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid annually in advance by January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by the Declarant, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty percent (20%) of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-

laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. Each owner shall pay one (1) maintenance fee for each lot owned.

The Administrator of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Declarant is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Declarant and shall keep accurate records of all receipts and disbursements. In the event Declarant is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Declarant shall be entitled to repayment at such time as the fund is able.

Section 2. Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Seventy-five (\$75.00) Dollars or thirty percent (30%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Declarant or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.

Section 3. Term of Maintenance Fees. The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.

Section 4. Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Declarant, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract, or as a home equity loan, and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith

effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Article VI hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Section 5. Transfer Fee. A Transfer Fee of \$150.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.

## ARTICLE VII Entry Gate

Section 1. Location. Each entrance way to the subdivision may have gates installed by Declarant. These gates may be electronically operated and would control access to the subdivision.

Section 2. Control. The Declarant, its agents, employees, customers and invitees, shall always have unimpeded access through such gate and entry way to conduct the business affairs of Declarant. The right of control of access through such entry way and gate by owners, their guests and invitees, shall be upon such terms as determined by the Association.

Section 3. Maintenance. Maintenance of the gate and entry way shall be an expense to be paid from the maintenance fund.

## ARTICLE VIII Water

Section I. Service and Terms. Water service will be provided to the owners of the lots by a LCRA. Each property owner shall be subject to the bylaws, applicable state and federal laws, and other rules and regulations adopted from time to time by the board of directors.

Section 2. Septic System. No septic system shall be installed on any Lot until the construction plans and specifications and plot plan showing the location of the system has been approved in writing by the Architectural Control Committee. No septic tanks or cesspools will be permitted in any section of the subdivision. Each lot owner shall be responsible for obtaining all necessary permits and specifications from LCRA, Llano County and any other governmental entities prior to the installation of the septic system.

## ARTICLE IX General Provisions

Section 1. Term. These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive period of ten (10) years each, unless at the end of the forty (40) years, or anytime thereafter an instrument signed by majority of the then Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein. It shall be lawful for the Association, the

Architectural Control Committee or any Lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

Section 3. Merger and Subdivision of Lots.

- (a) Upon application in writing by an Owner or Owners of adjoining Lots or Lots adjacent to a middle Lot, the Committee may authorize the merger or subdivision of adjoining such Lots; provided, however, such merger or subdivision shall be in accordance with these declarations, including provisions which may further regulate the merger or subdivision. No merger or subdivision of Lots shall be allowed unless approved by the Committee.
- (b) Two adjoining Lots may be subdivided provided that in no event shall either of the subdivided Lots contain less than ninety percent (90%) of their original Lot area. The Committee's decision shall be final.
- (c) A Lot between two Lots may be subdivided and added in the adjacent Lots provided that the boundary line must be generally run from the street to the rear of the subdivided Lot. The Committee's decision shall be final.
- (d) Such plats and plans as may be necessary to show the merger or subdivision of Lots shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. In addition, the side lot utility easement, if any, must be abandoned or released in accordance with applicable law. The Committee may impose conditions for use of the merged or subdivided Lots as a condition precedent to granting approval of such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 4. Corrected Plats. Until the time a Lot or residential unit within the Properties is transferred by the Declarant to another (other than Builder/Owner, an affiliate of the Declarant, or a holder of a first mortgage on the entire Properties), no Owner of any Lot or residential unit shall have any rights whatsoever to the continuation of any covenants, conditions or restrictions on such properties as contained herein or as may be imposed, expressly or implied, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or residential unit within the Properties is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any Plat or other instrument which might be deemed, either expressly or implied, to impose any covenants, conditions or restrictions or may take whatsoever steps it deems necessary or desirable to avoid the implication of such existing.

Section 5. Amendments. This Declaration may be amended or changed, in whole or in part, at any time by written agreement or by signed ballots voting for such amendment, of not less than two-thirds (2/3rds) of all of the Owners (including Declarant) of the Development. There shall be one (1) vote per Tract. Anyone owning more than one (1) Tract shall have one (1) vote for each Tract owned. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Declarant) entitled to cast not less than two-

thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Llano County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Declarant) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date filing of the amendment or termination.

Section 6. Amendment by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein or for any other purpose, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested Property or other rights of any Owner or his mortgage. Additionally, Declarant shall have and reserve the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Declarant shall have and reserve the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the Property values within the Subdivision.

## ARTICLE X Submission and Approval

The official submission of plans and specifications to the Architectural Control Committee is to provide a review process for conform& to guidelines and standards adopted by the Committee. A clear, direct statement as to acceptability of construction plans is to be made within the review time period.

All new construction, subsequent construction, remodeling with exterior exposure, expansion, and demolition of structures must be reviewed and approved by the Committee prior to commencement of any on-site building or construction activity.

The design for residences must be approved in writing by the Committee before construction of a residence can begin.

All submittals shall be sent to Water Ridge Property Owners Association, Inc., Architectural Control Committee.

ARTICLE XI  
Submission Requirements

Section I. The Builder/Owner is required to submit complete and accurate design and construction documents for examination by the Committee.

Minimum submittal requirements are as follows: (additional information is encouraged).

1. Site plan indicating location and dimensions of all structures on the lot(s), and proposed mailbox location.
2. Building setbacks and easements.
3. Two (2) complete sets of Plans and Specifications for all proposed construction.
4. Exterior elevations – 1/4 in. - 1'0" min. scale.
5. Floor plans – 1/4 in. - 1'0" min. scale.
6. Complete foundation plans including cross sections of all beams (and piers when applicable).
7. Framing plans including: Wall sections indicating details of construction, ceiling and floor joist size, direction of spacing, roof sections, structural details and materials.
8. Swimming pools and/or spa design and plans (if applicable).
9. All associated Water Ridge Architectural Control Committee fees and deposits.

Each submittal shall consist of two (2) sets of Blueline prints and supplementary specifications. Only complete sets will be reviewed.

The Builder or hi Agent shall have complete responsibility for compliance with all governing codes, ordinances, and these Builder Guidelines.

The Committee shall review and approve in writing, each submittal or recommended revisions to those aspects of the plans that are inconsistent with the Builder Guidelines. The review and approval process shall not exceed thirty (30) days. Construction shall proceed only after approval of the final set of drawings and specifications. Changes that occur during actual construction that differ from approved drawings will require alterations at the Owner's expense to restore compliance with approved drawings.

Section 2. Any building or improvements placed upon a lot herein that was not presented to the Committee for approval prior to start of construction of placement will be in violation of these guidelines and may be removed by the Committee at the property Owner's expense. If the Committee pays for such removal, the cost, and interest will become a lien upon the property.

**Fees and Deposits**

- |    |                                      |          |
|----|--------------------------------------|----------|
| 1. | Application Fee                      | \$250.00 |
| 2. | Additional Review Fee (if necessary) | \$ 75.00 |
| 3. | Clean up deposit                     | \$400.00 |

## ARCHITECTURAL DESIGN REVIEW SUBMITTAL

BUILDER NAME:	SUBMITTAL DATE:
BUILDER MAILING ADDRESS:	TELEPHONE: FAX:
PLAN SUBMITTED:	LIVING AREA:
PLANS OPTIONS TO BE OFFERED:	
ELEVATIONS TO BE OFFERED:	
<p>REQUEST IS MADE BY SUBMITTAL OF THIS FORM FOR DESIGN REVIEW AND APPROVAL OF THE PLAN NAMED HEREIN AND IT'S NAMED ELEVATIONS AND OPTIONAL ARRANGEMENTS BY THE ARCHITECTURAL CONTROL COMMITTEE ACTING FOR THE CLIFFS AT WATER RIDGE. IT IS UNDERSTOOD BY THIS SUBMITTAL THAT RECEIPT OF SUCH APPROVAL CONSTITUTES COMPLIANCE WITH SUBDIVISION GUIDELINES AND STANDARDS AND PROTECTIVE COVENANTS AND DEED RESTRICTIONS SUFFICIENT TO OFFER THE NAMED PLAN FOR SALE, BUT IT DOES NOT RELIEVE APPLICANT FROM CONFORMANCE WITH LOCAL CODES AND ORDINANCES AND OTHER DESIGN CONSIDERATIONS WHICH ARE NEITHER REVIEWED NOR APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, NOR FROM FURTHER SUBMITTAL OF EACH SPECIFIC EXAMPLE ON ITS LOT FOR SITE SPECIFIC REVIEW BEFORE CONSTRUCTION. THE ARCHITECTURAL CONTROL COMMITTEE IS FURTHER UNDERSTOOD TO ASSUME NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY NOR FOR ADEQUACY OR CODE COMPLIANCE OF EITHER MECHANICAL OR ELECTRICAL DESIGN BY APPROVAL OF THESE SUBMITTED PLANS.</p>	
BUILDER'S REPRESENTATIVE SUBMITTING:	
PERSON TO CONTACT IN REGARD TO THIS SUBMITTAL:	
DO NOT WRITE BELOW - SPACE BELOW THIS LINE IS RESERVED FOR CONCLUSIONS OF ARCHITECTURAL CONTROL COMMITTEE	

DESIGN APPROVED AS SUBMITTED

DESIGN APPROVED CONDITIONALLY PENDING CHANGES TO ACCOMMODATE THE FOLLOWING REQUIREMENTS:

DESIGN DISAPPROVED AS SUBMITTED AND SUBSTANTIAL CHANGES ARE REQUIRED TO MEET APPLICABLE STANDARDS BEFORE RESUBMITTAL, AS FOLLOWS:

DATE RECEIVED BY ACC
----------------------

SIGNATURE OF AUTHORIZED ACC REPRESENTATIVE

DATE

**BUILDING FOUNDATION WAIVER**

I/WE UNDERSTAND IT IS THE RECOMMENDATION OF THE WATER RIDGE ARCHITECTURAL CONTROL COMMITTEE THAT A PROFESSIONAL ENGINEERED FOUNDATION DESIGN BASED ON A SOIL TEST OF THE RESIDENTIAL CONSTRUCTION SITE BE USED IN ALL CONSTRUCTION.

I/WE HAVE ELECTED TO USE AN ENGINEERED FOUNDATION. WE HAVE INCLUDED AN APPROED AND SEALED FOUNDATION PLAN AS PART OF THE BUILDING PLAN REVIEW APPLICATION PACKAGE.

I/WE HAVE ELECTED NOT TO USE AN ENGINEERED FOUNDATION.

REGARDLESS OF THE ABOVE SELECTION, I/WE UNDERSTAND THAT FOUNDATION SELECTION AND CONSTRUCTION IS SOLEY THE RESPONSIBILITY OF THE APPLICANT. I/WE THEREFORE RELEASE THE WATER RIDGE ARCHITECTURAL CONTROL COMMITTEE AND WATER RIDGE DEVELOPMENT COMPANY, LLC., THEIR OFFICERS, AND ENTITIES FROM ANY AND ALL LIABILITITES.

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

WATER RIDGE ARCHITECURAL CONTROL COMMITTEE

EXECUTED this \_\_\_\_\_ of \_\_\_\_\_,

WATER RIDGE LP, a Texas Limited Partnership  
By WATER RIDGE DEVELOPMENT COMPANY,  
LLC., a Texas Limited Liability Company, General  
Partner

BY: \_\_\_\_\_  
Clay Signor, President

THE STATE OF TEXAS \*

COUNTY OF LLANO \*

BEFORE ME, the undersigned authority, on this day personally appeared CLAY SIGNOR, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said WATER RIDGE DEVELOPMENT COMPANY, LLC, a Texas Limited Liability Company. as General Partner for WATER RIDGE, LP, a Texas Cited Partnership, and that he executed the same as the act of such Cited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:  
Water Ridge, LP  
601 Leander Dr.  
Leander, TX 78641