

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
LAKE THUNDERBIRD SUBDIVISION SECTIONS I, II, III AND IV**

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP     §

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Thunderbird Subdivision Sections I, II, III and IV (the “**Declaration**”) is made effective as of the date of recording in the Official Public Records of Bastrop County, Texas.

**RECITALS**

WHEREAS, American Resort Properties, Inc. and Security Development Company, (collectively, the “**Developer**”) caused that instrument entitled “*Subdivision Restrictions Lake Thunderbird Subdivision*” to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 197, Page 621 (the “**Original Declaration**”), which instrument subjects the real property known as Lake Thunderbird, a subdivision in Bastrop County, Texas according to the map or plat thereof recorded at Cabinet:1, Page 57B, of the Plat Records of Bastrop County, Texas, to various covenants, conditions, restrictions, liens, and charges; and

WHEREAS, American Resort Properties, Inc. and Security Development Company, (collectively, the “**Developer**”) caused that instrument entitled “*Subdivision Restrictions Section 2 of Lake Thunderbird Subdivision*” to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 198, Page 736 (the “**Section 2 Declaration**”), which instrument subjects the real property known as Lake Thunderbird, Section 2, a subdivision in Bastrop County, Texas according to the map or plat thereof recorded at Cabinet:1, Page 59A, of the Plat Records of Bastrop County, Texas, to various covenants, conditions, restrictions, liens, and charges; and

WHEREAS, American Resort Properties, Inc. and Security Development Company, (collectively, the “**Developer**”) caused that instrument entitled “*Subdivision Restrictions Section 3 of Lake Thunderbird Subdivision*” to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 200, Page 391 (the “**Section 3 Declaration**”), which instrument subjects the real property known as Lake Thunderbird, Section 3, a subdivision in Bastrop County, Texas according to the map or plat thereof recorded at Cabinet:1, Page 61A, of the Plat Records of Bastrop County, Texas, to various covenants, conditions, restrictions, liens, and charges; and

WHEREAS, American Resort Properties, Inc. and Security Development Company, (collectively, the “**Developer**”) caused that instrument entitled “*Subdivision Restrictions Section IV of Lake Thunderbird Subdivision*” to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 201, Page 906 (the “**Section IV Declaration**”), which instrument subjects the real property known as Lake Thunderbird, Section IV, a subdivision in Bastrop County, Texas according to the map or plat thereof

recorded at Cabinet:1, Page 63A, of the Plat Records of Bastrop County, Texas, to various covenants, conditions, restrictions, liens, and charges (hereinafter collectively referred to as "Declaration) and as has been amended from time to time; and

WHEREAS, the Board of Directors ("Board") of the Lake Thunderbird Owners Association ("Association") caused that instrument entitled "*Amendment to Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 378, Page 112 (the "**First Amendment to Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amendment to Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 548, Page 526 (the "**Second Amendment to Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amended Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Volume 1084, Page 525 (the "**First Amended Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amendment to Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Clerk's File Number 200903448 (the "**Third Amendment to Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amended Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Clerk's File Number 201903629 (the "**Second Amended Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amendment to Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Clerk's File Number 201905601 (the "**Forth Amendment to Declaration**"); and

WHEREAS, the Board caused that instrument entitled "*Amendment to Subdivision Restrictions Lake Thunderbird Subdivision*" to be recorded in the Official Public Records of Real Property of Bastrop County, Texas under Clerk's File Number 201908558 (the "**Fifth Amendment to Declaration**"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law; and

WHEREAS, Section 209.0041 of the Texas Property Code provides if the declaration is silent as to voting rights for an amendment, the declaration may be amended by a vote of owners owning 67 percent of the lots subject to the declaration; and

WHEREAS, Owners representing at least sixty-seven percent (67%) of the of the lots subject to the Declaration desire to amend and restate the Declaration and to continue

the uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision for the benefit of present and future Owners of the Lots in the Subdivision; and

WHEREAS, upon recording in the Official Public Records of Real Property of Bastrop County, Texas, this Declaration shall fully amend and restate all prior restrictive covenants applicable to the Subdivision.

NOW, THEREFORE, pursuant to the approval of at least sixty-seven percent (67%) of the lots subject to the Declaration, such Owners do hereby approve and adopt this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Thunderbird Subdivision Sections I, II, III and IV, which shall amend and restate all prior restrictive covenants applicable to the Subdivision, and the Subdivision shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, easements, restrictions, liens and charges, as same may be hereafter amended and supplemented, all of which run with the land and are binding on all parties having any right, title or interest in or to the Subdivision or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner.

#### **ARTICLE I. DEFINITION OF TERMS**

The following words when used in this Declaration will have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. "ACC" means the Architectural Control Committee established for the Subdivision as set forth in this Declaration.
- B. "ACC Turnover" means submittal of a Lake Thunderbird Owners Association Application for Building/Improvement Permit to the Architectural Control Committee.
- C. "Application Procedure" means the procedure for submittal of a Lake Thunderbird Owners Association Application for Building/Improvement Permit to the Architectural Control Committee as described in Article VIII, Section B of this Declaration.
- D. "Area of Common Responsibility", "Common Properties" or "Common Area" mean property owned by or under the control or jurisdiction of the Association for the common use and benefit of the Owners, together with such other property as the Association may acquire by purchase or otherwise, subject to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue of this Declaration, an applicable Plat, or a prior grant or dedication. References in this Declaration to the "Common Area" mean Common Area as defined in this Declaration and any Supplemental Declaration. The Association may adopt rules and regulations relating to the use, maintenance, and operation of the Common Area.
- E. "Assessments" means the assessments levied against all Lots pursuant to this Declaration or other Dedicatory Instrument, for the purposes set out in the applicable

Dedictory Instrument, or any other charge authorized by this Declaration or other Dedictory Instrument.

- F. "Association" or "HOA" shall mean and refer to the Lake Thunderbird Owners Association, its successors and assigns. The Association is a Texas nonprofit corporation that has jurisdiction over all properties located within the Subdivision. For purposes of clarity, when "Association" is used in this Declaration, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined in this Declaration, to carry out the authority, rights, remedies, and obligations of the Association.
- G. "Board" means the Board of Directors of the Association as provided within the Bylaws.
- H. "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.
- I. "Declaration" means this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Thunderbird Subdivision Sections I, II, III and IV, which encumbers the Subdivision, and any other property brought under the control of this Declaration.
- J. "Dedictory Instruments" means each document governing the establishment, maintenance, and operation of the Subdivision, including the Declaration, the Bylaws, the Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any rules, Guidelines, policies, and any supplements or amendments to such documents, enforceable by the Association.
- K. "Deed Restriction Violation" means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedictory Instruments covering the appearance, establishment, maintenance, and operation of the Subdivision. Failure to pay all amounts due and owing on a Lot, or failure to comply with any terms and conditions of a Dedictory Instrument, will also be considered a Deed Restriction Violation.
- L. "Existing Property", "Property" or "Land" means the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration located in Bastrop County, Texas and more particularly described in Exhibit A attached hereto and incorporated here for all purposes.
- M. "Guidelines" means general, architectural, or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior harmony of any improvements placed upon or constructed on any Lot or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.

- N. "Lot" means a parcel of Subdivision defined as one Lot by the Plat or any replat thereof recorded in the Official Public records of Bastrop County, Texas, encumbered by this Declaration, and restricted to single family residential use. There will be an Assessment due for each Lot owned as defined by the then-plat of record, subject to the limitations in this Declaration. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot will be transferred or conveyed.
- O. "Lot Line" means all Lot lines according to the official survey lot lines.
- P. "Member" or "Member of the Association" means every record Owner of a Lot, excluding therefrom special purpose districts (by way of example and not limitation, municipal utility districts owning one or more reserves within the Subdivision) and persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).
- Q. "Member(s) in Good Standing" - means a Member who has fulfilled its personal obligation to timely pay Annual Assessments and maintained compliance with the applicable restrictive covenants.
- R. "Outbuilding" means a structure such as (by way of example and not limitation) a storage building, shed, greenhouse, gazebo, or shade trellis.
- S. "Occupant" means any person who resides or is present in the Residence or Living Unit, other than the Owner (i.e., tenant or lessee).
- T. "Owner" means the owner of record of any portion of the Subdivision.
- U. "Plat" means the map or plat recorded at Cabinet 1, Page 57B, Cabinet 1, Page 59A, Cabinet 1, Page 61A and Cabinet 1, Page 63A of the Plat Records of Bastrop County, Texas, and all amendments to or replats of said maps or plats, if any.
- V. "Public View" means a condition, structure, item, or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot does not have to be adjoining the Lot with any such condition, structure, item, or improvement), (ii) a Common Area, or (iii) a street.
- W. "Residence" or "Living Unit" means a main residential structure constructed on a Lot intended for single family residential use.
- X. "Self Help" means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot or other area that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and to cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot or other area into compliance with the Dedicatory Instruments, if the Owner fails

to perform same after written demand from the Board, more particularly described in Article VI, Section E.

- Y. "Subdivision" means Lake Thunderbird subdivision located in Bastrop County, Texas. As of the date of this Declaration, the Subdivision is more particularly described on the Plats.

## **ARTICLE II. PURPOSE AND INTENT**

The Subdivision is a single family, residential development, planned to feature residential uses.

## **ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bastrop County, Texas, and is more particularly described as follows:

See Exhibit A attached hereto and incorporated here for all purposes, all of which property shall hereafter be referred to as "Existing Property."

## **ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS**

### **A. Eligibility**

Eligibility to vote or serve as a director or officer of the Board is predicated upon a person being a Member of the Association. Nothing contained in this Declaration creates a fiduciary duty owed by the Board to the Members of the Association.

### **B. Membership**

Every record Owner shall be a Member of the Association, excluding therefrom special purpose districts (by way of example and not limitation, municipal utility districts owning one or more reserves within the Subdivision) and persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Each Owner has only one (1) Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership began with the execution of the Original Declaration and passes with title

to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members. Members in Good Standing have the right to the use and enjoyment of the Common Area in the Subdivision. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Subdivision.

C. Voting Rights

Each Member's voting rights are based on the number of Lots owned and are determined as follows:

One (1) vote is granted to a Member for each Lot owned.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue), but in no event may there be more than one (1) vote cast per Lot.

D. Voting Procedures

Members will exercise their votes as set out in the Dedicatory Instruments.

E. Right to Elect Board of Directors

The Members shall elect Directors to the Board pursuant to the Bylaws.

F. Board of Directors

The Board of Directors of the Association shall consist of not less than three (3) or more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

G. Rights and Powers of the Association

The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Association for same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- a. The power to promote the health, safety, and welfare of the Owners of the Lots.
- b. The power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.
- c. The power to fix, levy, collect, and enforce payment of any fines, charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses

incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

- d. The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.
- e. The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.
- f. The power to keep accounting records with respect to all activities and operations of the Association.
- g. The power to contract with and employ others for maintenance and repair.
- h. The power to adopt rules and regulations concerning the operation of the Association, together with sanctions for the violation thereof, to ensure maintenance of the character and quality of the Lake Thunderbird Owners Association in harmony with the guidelines set forth in these Restrictive Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.
- i. The power to appoint a management company to operate the Association.
- j. The power to have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.
- k. The power to act in the capacity of principal, agent, joint venturer, partner, or otherwise.
- l. The power to appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved to the Association.

#### H. Member's Easements of Enjoyment

Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on The Property.

#### I. Title to Common Properties



The Association may retain the legal title or easements to the Common Properties until such time as it no longer owns any Lots. The Association shall pay or reimburse Association for taxes, insurance premiums, and maintenance relating to the Common Properties.

## ARTICLE V. USE RESTRICTIONS

Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article V apply only to Lots unless other portions of the Subdivision are specifically included in these provisions.

### A. Single Family Residential Use Only

Except on those lots designated as commercial on the aforesaid plat, all lots are restricted to use for single family residential purpose only and no building shall be erected or maintained on any residential lot in said Subdivision other than a private residence, a private boathouse, a private storage building, and a private garage for the sole use of the owner or occupant.

Lots designated as commercial shall be used only for residential purposes as set forth above and/or for retail sales establishments so conducted that they do not unduly conflict, with the residential character of the subdivision, and all provisions of these restrictions apply to lots designated as commercial lots unless commercial lots are specifically excluded from such provisions.

### B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Lot, except such use as noted in Paragraph A above where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Subdivision; (c) the business activity does not involve visitation to the Residence or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of Owners of the Subdivision; and (d) the business activity is consistent with the residential character and use of the Subdivision, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this Section B(1) are referred to singularly or collectively as an “**Incidental Business Use.**” At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, any business or activity requiring a Federal Firearms License, church, nursery, pre-school, beauty parlor, barber shop, spa service, “VRBO”, boarding house, “Airbnb”, “Home Away”, backyard rental, swimming pool rental, “Swimply”, party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.

The terms “business” and “trade”, as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant’s family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Garage sales, estate sales, attic sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Lot separate from an Association-directed community-wide garage sale are permitted subject to the Association’s power to adopt rules regulating same. Owners are advised that gated entries, if any, may be set to their open positions during any such community-wide garage sale at the discretion of the Board.

C. Animals and Pets

No animals (including swine), poultry, or livestock may be raised, bred, or kept on any portion of the Subdivision, except that dog, cats, chickens or other common household pets, may be permitted in or on a Lot or in a residence provided that they are not kept, bred or maintained for commercial purposes. The foregoing limitation on number of pets does not apply to constantly caged small pets such as hamsters, small birds, fish, or other similar common household pets kept inside the residence, nor does it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Owners are permitted to have up to ten (10) chickens (excluding males/roosters) which may be kept as pets. The chicken coop must be kept fifty (50) feet from a neighboring residence. No chicken coop shall be permitted, erected or installed unless expressly having prior written approval of the ACC. Owner must maintain the chicken coop in a clean and sanitary manner to ensure neighbors are not subjected to any noxious or offense odors. No animals or pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted to roam freely outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats must at all times be confined on a leash which must be held by a responsible person.

This provision is not intended to exclude from the Subdivision any animal that is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

D. Building Requirements

No residence accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and having prior written approval of the ACC prior to commencement of the same.

No existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick, or other materials used for antique decorative effect if such use has the prior written approval of the ACC.

All buildings or residences, other than boathouses, erected on piers elevating the building above ground level shall be completely underpinned, with no piers or pilings exposed to view.

An existing building may be placed on a lot only if it and its plans have received prior approval of the ACC, and if it has been recently constructed of new materials and has never been placed in use, and if it otherwise meets all of the requirements of these restrictions.

E. Compliance with Applicable Ordinances

Use of any portion of the Subdivision shall comply with all applicable conditions of the zoning requirements of unincorporated Bastrop County, and all other applicable ordinances applicable to unincorporated Bastrop County.

F. Drilling

No drilling or related operations of any kind is permitted upon, under, on, or in any Lot. No wells, tanks, tunnels, mineral excavations, or shafts are permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, the Association, or the municipal utility district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Responsibility (with any such land owner's approval) for purposes including irrigation of recreational fields, parks, and other open areas.

G. Driveways

All driveways must be constructed of concrete, caliche, gravel, chip-seal or asphalt with 3-inch minimum thickness. Each driveway must have a storm pipe under it at the borrow ditch.

H. Exterior Seasonal Decorations

The Board may promulgate guidelines regarding the display of exterior seasonal decorations, including lights, banners, flags, and wreaths. Such rules may address the appearance and length of time of such display. Any display of exterior seasonal decorations must be maintained and kept in good condition at all times. If any exterior seasonal decoration is placed, or remains, within the Subdivision in violation of this Declaration or the Dedicatory Instruments, the Association (or its agents) is authorized to exercise its Self Help remedy as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

I. Fences

No fence shall be located nearer to the front lot line than 20 feet or as otherwise provided with prior written approval of the ACC. Fences may extend to the rear or side lot line. No fence, wall, or hedge shall be placed on any portion of the lots with a greater height than seven feet (7). Owner fences must have prior written approval of the ACC.

J. Flags and Flagpoles

Pursuant to the authority granted in Section 202.012 of the Texas Property Code, the display of flags is permitted under the following parameters:

1. Owners may have a total of 1 flagpole per Lot.
2. The following flags may be displayed in accordance with this Policy:
  - a. United States flag
  - b. Texas flag
  - c. Official or replica flag of a branch of the United States armed forces
3. The flagpole may be either freestanding or mounted to the residential structure under the following parameters:
  - a. A freestanding flagpole:
    - (i) must not be taller than 20 feet when measured from ground level (including the pole ornamentation);
    - (ii) must be mounted on an appropriate footing;
    - (iii) is subject to Committee approval and all applicable zoning ordinances, easements, and setbacks of record; and
    - (iv) may be placed in either:
      - (a) the back yard (preferred location); or
      - (b) the front yard, if the Lot has a front building setback line with a setback of not less than 15 feet, extending the full width of the Lot between the front Lot line and the front building setback line. If front building setbacks of record are greater than 15 feet, then the greater setbacks will control.
  - b. A flagpole mounted to the residential structure:
    - (i) must be no greater than 5 feet in length; and
    - (ii) may be attached to the front or rear of the residential structure.
4. Owners are prohibited from placing a flagpole within an easement on an Owner's Lot or in a location that encroaches on a setback on an Owner's Lot.
5. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association.
6. Owners are prohibited from locating a flag or flagpole on property owned in common by the Members of the Association.
7. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residential dwelling.
8. All flagpoles must be installed per the manufacturer's guidelines.
9. All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed, or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning, or damaged in any way.
10. The size of the flag must be appropriate for the length of the flagpole, and the Committee has sole discretion as to this determination.
11. Flagpole halyards must be securely fastened at all times and may not make noise under any conditions.
12. Telescoping flagpoles may not make noise under any conditions.
13. The United States flag must be displayed in accordance with federal law. Additionally, if more than one flag is displayed along with the United States flag on a flagpole, the United States Flag must be flown above all other flags on such flagpole.

14. The Texas flag must be displayed in accordance with Texas state law.
15. If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of 2 bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag and may not cause any type of light spillover onto adjoining properties. All exterior lighting must be submitted to the Committee for prior approval.
16. Flags must be attached to a flagpole in order to be displayed.
17. A flagpole mounted to the residential structure must be removed from view when no flag is displayed.

A flagpole mounted to a residential structure does not require approval from the Committee if it complies with the terms of this Policy. Freestanding flagpoles require prior written approval from the Committee. Completed applications must be submitted to the Committee in accordance with the following:

- a. If a back yard location is desired, an application must be submitted with a copy of the applicable plat or survey showing the proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or a sample of material, if applicable;
- b. If a front yard location is desired, an application must be submitted with a copy of the applicable plat or survey indicating the front lot line, front building setback line, and proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or a sample of material, if applicable;
- c. Locations closer to the residential dwelling are typically preferred; and
- d. Regardless of desired location, the color of the materials being used in relation to house color, the location of the flagpole in relation to the resident dwelling, and any noise created are of specific concern.

#### K. General Nuisances

No portion of any Lot may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners of surrounding Lots and users of the Common Areas. Lots shall be kept free of litter, rubbish, trash, inoperable vehicles or other debris and no unsanitary condition shall be allowed to exist on any lot.

No noxious, illegal, or offensive activity may be carried on upon any portion of the Subdivision, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision may be kept within the Subdivision. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, may be installed or operated on the Subdivision, unless required by federal, state, or local regulation.

Each Owner has the obligation to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the Owner. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Subdivision. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun, and completed within twelve (12) hours.

Notwithstanding anything contained in this Declaration to the contrary, the Association has the right, but not the obligation, to enter upon any Common Area or street right-of-way to remove signs not authorized by the Board in advance, and to regulate (including the prohibition of) street vending and similar non-approved activities that are not in compliance with Texas law.

No portion of the Subdivision may be used, in whole or in part, in a way that creates a nuisance within the Subdivision. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

L. Generators

The size, number, placement, and other characteristics of standby electric generators within the Subdivision are subject to any applicable Guidelines, rules, or policies adopted by the Board.

M. Mailboxes

The Board may promulgate Guidelines regarding the installation of mailboxes. No mailbox shall be installed without the prior written approval of the ACC.

N. Outbuildings

No outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a residence, temporarily or permanently.

O. Outside Equipment Storage

No equipment, machinery, or materials of any kind or nature may be stored on any Lot forward of the front wall of the Residence situated thereon, unless the equipment, machinery, or materials are being used temporarily (not more than one (1) week) and are

incident to repair or construction of the Residence. Equipment, machinery, and materials must be properly stored out of sight of every other Lot immediately after use of such item, and all trash, debris, excess, or unused materials or supplies must be disposed of immediately off of the Lot or stored out of view until trash collection occurs.

P. Trash Collection

Trash may only be placed outside for collection the evening before collection. Trash must be contained in trashcans to protect from animals or spillage and trashcans must be removed from Public View the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot.

Q. Roofs

Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, imitation slate, standing seam metal, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Property. Other roofing materials must have prior written approval of the ACC.

R. Screening

No Owner or Occupant of any portion of the Subdivision may permit the keeping of articles, goods, materials, metal storage containers, utility boxes, refuse, trash, debris, surplus soil, rocks storage tanks, or like equipment within the Subdivision which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth in this Declaration, or like equipment, may not be kept in Public View. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Residences or the Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. Such screens must be of a height at least equal to that of the materials or equipment being stored, but in no event may such screen be more than six feet (6') in height. A combination of trees, hedges, shrubs, or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to the prior written approval of the ACC. Any such screening installed must be maintained in a clean and neat manner at all times and may not detract from the appearance of the Subdivision.

S. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any Residence, fence, or other improvement upon such Lot so as to be visible from Public View except the following:

1. For Sale Signs. An Owner may erect one (1) sign on each of their Lot(s), not exceeding fifteen (15) Square feet in size, fastened only to a stake in the ground advertising the property for sale.
2. Political Signs. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Lots for all local, state, or federal election purposes, provided that they meet the following criteria:

- a. Only one (1) sign per candidate or measure is allowed.
  - b. Maximum sign size may not exceed 4'x6'.
  - c. Signs must be ground-mounted. No sign may be mounted on any exterior part of the Residence, garages, patios, fences, or walls.
  - d. Signs may be posted not more than ninety (90) days prior to the election date and must be removed within ten (10) days after the election date.
  - e. Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
  - f. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
  - g. No sign may involve the painting of architectural surfaces.
  - h. No sign may threaten public health or safety or violate a law.
  - i. No sign may contain language, graphics, or any display that would be offensive to the ordinary person.
  - j. No sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.
  - k. Political signs are prohibited on any Common Area or facility owned by the Association, including any public or private street right of way utility easement.
3. School Spirit Signs. Signs containing information about one or more students residing in a Residence and the school they attend are permitted so long as the sign is not more than 36"-x-36" and is fastened only to a stake in the ground. There may be no more than one (1) sign for each student residing in the Residence.
4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Residence are permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4"x4". Stickers are also permitted upon windows and doors for pet notification purposes, a "Child Find" program or a similar program sponsored by a local police or local fire department.

The Board may promulgate Guidelines regarding signs and emblems within the Subdivision. Save and except the Association, no Owner, Occupant, or non-Owner may place any type of sign within the Common Area or Area of Common Responsibility without the prior written approval of the Board (as addressed below). The Board has the discretion to determine if an item placed by an Owner, Occupant or non-Owner in a Common Area or Area of Common Responsibility constitutes a sign under this provision.

If any sign is placed within the Subdivision, including Areas of Common Responsibility, the streets, street rights-of-way, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents have the right but not the obligation to enter upon any Lot, street, street right-of-way, Common Area, or Area



of Common Responsibility, to remove or dispose of any such sign violation, and in doing so are not subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal or disposal nor in any way is the Association or its agent liable for any accounting or other claim for such action.

Guidelines may be established from time to time addressing the display of signs, including billboards, posters, school activity signs, political signs, security signs/stickers, and advertising devices within the Subdivision. In addition, the Association has the right to erect and maintain directional and informational signs along the streets within the Subdivision and identifying signs and monuments at entrances to the Subdivision.

T. Subdivision of Lots

No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written approval of the ACC, their successors and assigns.

U. Swimming Pools/Spas

All swimming pools and spas, including fencing, pumps, backwash, and any other related paraphernalia require prior written approval of the ACC.

V. Wind Turbines

Any device used to convert wind into energy, including by way of illustration and not limitation, wind turbines, wind pumps, wind chargers, and windmills are permitted to be used and placed with prior written approval of the ACC. The Board has the sole discretion to determine what devices and locations are prohibited pursuant to this provision.

W. Mobile Homes

New mobile homes may be placed and used upon any lot after the submittal of a Lake Thunderbird Owners Association Application for Building/Improvement Permit and with prior written approval of the ACC.

Used mobile homes may be placed and used upon any lot after the submittal of a Lake Thunderbird Owners Association Application for Building/Improvement Permit and with prior written approval of the ACC. Used mobile homes must be inspected by the ACC, and said Committee shall, as condition to its said approval, make any requirement which in its judgement are deemed proper, including but not limited to the following requirements;

(a) that the mobile home be in good repair and of attractive design and appearance,

(b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers;

The Board may update these requirements from time-to-time as required. The Board has the final determination on the acceptance of Used Mobile Homes.

Notwithstanding any requirements in the Lake Thunderbird Owners Association Application for Building/Improvement Permit, all mobile homes must have working electric service, water service, OSSF, driveway and onsite parking before occupancy.

All mobile homes shall be underpinned within 90 days of installation with material having prior written approval of the ACC.

X. Camping

Camping on lots shall be limited to use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair, and no such camping shelter shall be placed on any lot for more than 14 days of any 30-day period or 28 days in any 365 day period.

Dumping or disposal of gray or black water is not permitted.

All camping items and trash shall be removed at the end of the camping term.

Y. Outside Toilets

No outside toilet or privy shall be erected or maintained in the Subdivision. A portable toilet may be erected during construction upon prior written approval of the ACC and while a valid LTOA Development permit is in effect. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of Bastrop County and the State of Texas. No portable toilet shall be placed within 10 feet of any water line or closer than 10 feet of the property line.

**ARTICLE VI. EASEMENTS**

Easements are reserved along and within 10 feet of the rear lines, front lines, and side lines of all lots in this subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers road drains and other public and quasi-public utilities and to cut and/or, trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

The Association may, on any lot(s) then owned by the Association, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, water wells, wind generation and related pumping, storage, operation and maintenance facilities, and the like.

**ARTICLE VII. DEED RESTRICTION ENFORCEMENT**

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and Guidelines, including rules and policies concerning the administration of the Subdivision, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Subdivision, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by Chapter 209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments. The attorney's fees and fines will be added to the violating Owner's Assessment account and are secured by the continuing lien on the Lot.

C. Remedies

Each Owner must comply with all provisions of the Dedicatory Instruments. Failure to comply is grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Subdivision, and may avail itself of any remedy provided in the Dedicatory Instruments and local, state, and federal law. Notwithstanding anything contained in this Declaration to the contrary, the Board has no duty to institute legal or other proceedings on behalf of or in the name of an Owner.

The Board has the sole discretion to determine whether to pursue enforcement action in any particular case. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other criteria, to pursue enforcement action.

Such decision is not a waiver of the Association's right to enforce such provision at a later time under other circumstances and does not preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner, at his or her own expense, is empowered to enforce the covenants, conditions and restrictions contained in this Declaration and any other Dedicatory Instrument; provided, however, no Owner has the right to enforce the lien rights retained in this Declaration in favor of the Association or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

“Self Help” means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot or other area that is an Owner’s responsibility to maintain (such as sidewalks that may be adjacent to an Owner’s Lot) and to cause to be performed any of the Owner’s maintenance and repair obligations, or acts required by that Owner to bring his/her Lot or other area into compliance with the Dedicatory Instruments, if the Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of five (5) days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of Self Help, nor in any way is the Association or its agent liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in the exercise of its Self Help remedy are the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner’s Assessment account, and are supported by the continuing lien created in this Declaration.

**ARTICLE VIII. ARCHITECTURAL RESTRICTIONS**

A. Architectural Control Committee

There shall be established an Architectural Control Committee “ACC” to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, in the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to

encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon; with appropriate locations, thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of lake areas; and, in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The ACC is a committee of the Board composed of three (3) members appointed by the Board or a third-party company hired by the Board. The Board of the Association has the right to replace the ACC members by duly appointing Owners who are Members in Good Standing with the Association. Provided, however, the Board may not appoint to the ACC an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal or appointment is at the sole authority and discretion of the Board. The Board has the right to review any action or non-action taken by the ACC and is the final authority as to all ACC matters, including aesthetics.

Guidelines may be promulgated and amended by the Board; provided, however, any such amendments may not be applied retroactively to reverse a prior approval granted by the ACC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Subdivision, including those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions in this Declaration, there is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, are binding and enforceable against each Owner in the same manner as any Dedicatory Instrument.

B. ACC Approval Required

All improvements, including but not limited to, building, mobile home, fence, electric service, water service, OSSF, driveway, or parking area, require the submittal of a **Lake Thunderbird Owners Association Application for Building/Improvement Permit** and prior written approval of the ACC.

Further, the ACC may review, approve, or deny applications for improvements within right-of-way areas that are adjacent to a Lot; provided, however, the Association, the Board and the ACC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right-of-way area adjacent to a Lot.

The failure of the ACC to approve submitted applications for the construction of improvements within thirty (30) days after the receipt thereof will be deemed to be a decision by the ACC denying the application. After ACC Turnover, a decision by the ACC denying an application by an Owner for the construction of improvements may be appealed to the Board. The ACC will provide written notice of the denial to the Owner

and the Board will hold a hearing in accordance with Texas Property Code §209.00505 or its successor statute.

In no case may construction begin before receiving prior written approval of the ACC for the plans. If plans are disapproved, no construction may commence until revised plans are submitted and approved by the ACC. The Board has the right to establish and charge a review fee, to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the thirty (30) day time period set out in this Declaration will not begin to run until the fee is paid.

In reviewing each application, the ACC may consider any factors it deems relevant, including harmony of the proposed external design with surrounding structures and environment, as to location with respect to topography, easements, setbacks and finish grade elevation.

Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. Subject to the Board's authority in this Declaration, the ACC has the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations are not subject to the procedures in Article VII or to judicial review so long as they are made in good faith and in accordance with required procedures. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

- (a) if such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Bastrop County, Texas;
- (b) if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Existing Property or with the adjacent residences or structures or with the topography;
- (c) if the plans and specifications submitted are incomplete;
- (d) if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- (e) if the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Existing Property.
- (f) all structures or modifications must have an On Site Septic Facility (OSSF) inspection.

The ACC is vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ACC, may retain or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced and qualified to review same, who may then render an opinion to the ACC or Board.

Approval of plans and specifications does not cover or include approval for any other purpose and specifically, but without limitation, may not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board has the authority to require any Owner or an Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot where such improvements have not first been reviewed and approved by the ACC or constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth in this Declaration. Written notice may be delivered to an Owner, or any agent or contractor with apparent authority to accept same, and such notice is binding on the Owner as if actually delivered to the Owner. The violating Owner must remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Dedicatory Instruments and any plans and specifications approved by the ACC for construction on that Lot. If an Owner proceeds with construction that is not approved by the ACC, or that is a variance of the approved plans, the Association may assess fines as provided for in this Declaration and may continue to assess such fines until ACC approval is granted or the violation is removed. This Declaration is notice of such liability for a violation, and Owners agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it might not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ACC may refuse to approve similar proposals in the future.

The Board or its agents or assigns has the right, but not the obligation, to enter any Lot to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board, its agents, or assigns are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, nor in any way is the Association or its agents liable for any accounting or other claim for such action.

The ACC has the right to set time constraints for both the commencement and completion of approved construction. If construction is not commenced within six (6) months of such approval, the approval shall be null and void unless an extension is granted with prior written approval of the ACC. Any building, structure or improvement, commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date. The ACC has the discretion to extend previously approved deadlines for commencement and completion of construction. If commencement of construction fails to occur by the time frame established in this Declaration (or otherwise set by the ACC pursuant to this provision) or is not completed by the completion of construction time frame established in this Declaration (or otherwise set by the ACC pursuant to this provision), the plans will be deemed not approved and must be re-submitted for ACC review and approval. In the event of any such re-submission of plans, the ACC has the discretion to determine the

time constraints for the commencement and completion of construction, which may be set on an expedited basis as determined by the ACC.

C. Setbacks

All Lot lines refer to the official survey lot lines.

All residences shall be constructed to front of the street on which the Lot fronts unless any Lot in question fronts on two or more streets in which case the residence constructed on such Lot shall front, as the ACC may approve, on either of the streets or partially on both.

All residences and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the ACC.

1) Building Setbacks

- a) Front - No building, mobile home or structure shall be located nearer to the front Lot line than 20 feet or as approved otherwise by the ACC.
- b) Side - No building, mobile home or structure shall be located nearer to any side Lot line than 10 feet or as approved otherwise by the ACC.
- c) Rear - No building, mobile home or structure shall be located nearer to rear Lot line than 10 feet or as approved otherwise by the ACC.
- d) Contiguous Lots side/side - No building, mobile home or structure, for Lots with contiguous sides, shall be located nearer to the outermost side Lot lines than 10 feet or as approved otherwise by the ACC.
- e) Contiguous Lots back/back - No building, mobile home or structure shall be located nearer to the front Lot line than 20 feet, nor located nearer to the back Lot line, or as approved otherwise by the ACC.

2) Fence Setbacks

- a) Front - Fence no closer than 20 feet from Lot front property line.
- b) Back - Fence can be on Owners side of Lot back property line.
- c) Side - Fence can be on Owners side of each Lot side property line.
- d) Contiguous side/side lots - Fence can be on Owners side of the outermost Lot property lines.
- e) Contiguous back/back lots - Front fence no closer than 20 feet from the lots designated front property line. Back fence can be on the Owners side of the lots designated back property line. One of the back/back lots must be designated as front.

D. Landscaping

Each lot on which a residence unit is constructed shall have landscaping in its front yard all the way to the street pavement including but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of the Association. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. The Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.



Each Owner shall mow and maintain the landscaping and vegetation on his/her Lot (including the area between the street pavement and the Lot's property lines) in a healthy and attractive condition and in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice and owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning and the costs thereof shall be assessed against the Lot of the offending Owner, who shall be given written notice thereof specifying the amount of assessment and demanding payment within thirty (30) days of said notice. The assessments together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred and may be enforced as set forth in Article XI, below. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

E. Grading and Drainage

Topography of each Lot must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Lot itself or any other Lot, whether adjacent to the subject Lot or not, or to the Common Areas. No natural drainage shall be altered, nor shall any drainage, ditch, culvert, nor drainage structure of any kind be installed nor altered, without prior written approval of the ACC. Changes to runoff water flow may require the services of a professional Civil Engineer. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot or due to excess runoff are liable to all such damaged parties for the replacement, repair and restoration of such damaged real or personal property. Each Owner is responsible for ensuring that their Lot meets all local, state, and federal rules and regulations regarding drainage and run-off.

F. Temporary Structures

Temporary structures may only be erected in the Subdivision by the Board in its sole discretion, or by an Owner with the prior written approval of the ACC. By way of illustration and not limitation, temporary structures may include temporary construction debris receptacles. All temporary structures must be maintained in good condition and all construction debris must be contained to the site.

G. Square Footage Requirements and Maximum Height

No building exceeding two stories in height shall be erected on any lot, and each residential building shall have a minimum floor area of 400 square feet, exclusive of

porches, stoops, open or closed carports, patios or garages. Park Model Homes are permitted.

## **ARTICLE IX. MAINTENANCE**

### **A. General Maintenance**

Each Owner must maintain and keep in good repair his or her residence and all structures, parking areas and other improvements, including the driveway, located on the Lot. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, or damaged in any manner. Grass, shrubs, trees, and other landscaping on each Lot must be trimmed as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs is presumed to be unattractive. Each Owner must ensure that weeds on his or her Lot are treated or removed.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right-of-way adjacent to such Lot, must be maintained, repaired, and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ACC.

### **B. Landscaping**

In the event an Owner of a Lot within the Subdivision fails to maintain the landscaping, grass or vegetation of his or her Lot in a manner consistent with the Community-Wide Standard established within the Subdivision and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right but not the obligation, through its agents, contractors or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

### **C. Residence and Improvement Exteriors**

In the event an Owner of a Lot fails to maintain the exterior of his or her Lot or improvement (including the exterior of the Residence, improvement or other structures and the parking areas) in a manner consistent with the Community-Wide Standard established within the Subdivision as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors or employees, to enter upon the Lot and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

### **D. Other Hazards**

To the extent necessary to prevent pest infestation, diminish fire hazards or diminish hazards caused by structural damage, the Association has the right, but not the obligation, through its agents, contractors or employees, to enter any unoccupied Residence or other improvement located upon the Lot, without notice to take the action

necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association are secured by the continuing lien created in this Declaration.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees are liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of itself Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work is the personal obligation of the Owner of the Lot on which it was performed and is part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring the Lot into compliance with these restrictions.

All Owners' replacement, repair, and restoration practices as to the improvements on Lots within the Subdivision are subject to the prior written approval of the ACC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It is the Owner's obligation to have repaired or reconstructed any damage or destruction to his or her Residence or Lot.

If a Residence, landscaping, Outbuilding or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner must bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within the time period established by the Association on a case-by-case basis, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding Residences that are totally destroyed due to casualty, the Owner(s) of such Residences must have the Residences or damaged portions of the Residences razed within the time period established by the Association on a case-by-case basis and replaced within the time period established by the Association on a case-by-case basis, with such replacement subject to prior written approval of the ACC.

## ARTICLE X. LIMITATION OF LIABILITY

**THE ASSOCIATION, THE ACC, THE BOARD, AND THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE FOREGOING, ARE NOT LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE AFOREMENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE OF ANY MATTERS REQUIRING APPROVAL. APPROVAL BY THE ACC, THE BOARD, THE**

ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF REPRESENTATION, WARRANTY OR GUARANTEE AS TO COMPLIANCE WITH LOCAL OR STATE LAWS AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS OR THE CONTRACTORS USED.

## ARTICLE XI. ASSESSMENTS

### A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of a Lot within the Subdivision, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest, and costs as more particularly set forth in this Declaration, including the following:

1. Annual Assessment
2. Special Assessment for Capital Improvements

The Annual Assessment and Special Assessment and any other assessment or charge set forth in this Declaration or in a Dedicatory Instrument (individually sometimes referred to as “**Assessment**” and collectively, “**Assessments**”), together with attorney’s fees, late fees, interest, and costs, are a charge and continuing lien in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with attorney’s fees, late fees, interest, and costs, is also the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

### B. Annual Assessments

#### 1. Purpose

The Lots within the Subdivision are subject to the “**Annual Assessment.**” Annual Assessments levied by the Association may be used for any legal purpose for the benefit of the Subdivision as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, Area of Common Responsibility, sidewalks, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks and entryways, patrol service, street cleaning, street lighting, mosquito control, landscape architecture, fences or walls, regulatory signage or directional signage, signalization, special pavement markings, entrances and entrance monuments, other services as may be in the Subdivision’s and Owners’ interest and all buildings, services, improvements and facilities deemed necessary or desirable by the

Board in connection with the administration, management, control or operation of the Subdivision. The Association may, in its sole discretion, give one or more of the purposes set forth in this provision preference over other purposes, and it is agreed that all expenses incurred, and expenditures and decisions made by the Association in good faith are binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks, and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for costs related to the participation in any agreement with other property owners' associations or with owners or operators of nearby property for the benefit of Association Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements requires a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

## 2. Creation

Payment of the Annual Assessment is the obligation of each Owner, subject to the provisions below, with such payment secured by the lien created in this Declaration, binding and enforceable as provided in this Declaration.

## 3. Commencement

Annual Assessments are due in advance on June 1<sup>st</sup> for the coming year and are delinquent if not paid in full as of June 31<sup>st</sup> of each year.

The Board of Directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessments and determine the due date thereof.

## 4. Levying of the Annual Assessment

The Annual Assessment is levied at the sole discretion of the Board. The Board is responsible for determining the sufficiency or insufficiency of the then-current Annual Assessment to reasonably meet the expenses for providing services and capital improvements within the Subdivision and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for this purpose at which a quorum is present in person or by proxy. The Annual Assessment may not be adjusted more than once in a calendar year nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for this purpose at which a quorum is present in person or by proxy.

Annual Assessments must be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and

method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment.

C. Special Assessment for Capital Improvements

In addition to the Annual Assessment authorized above, the Association may levy a “**Special Assessment**” applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement in the Common Area or Area of Common Responsibility, or any unbudgeted expenses or expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, provided that any such Special Assessment must have the approval of the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy. Such Special Assessments are due and payable as set forth in the resolution authorizing such Special Assessment and may be levied only against those Owners subject to the Annual Assessment as set forth above. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments are due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner.

D. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorney’s fees, interest, late fees, and costs as necessary for collection, are a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney’s fees, interest, late fees, and costs, is also the personal obligation of the Owner of the Lot at the time the Assessment became due.

2. Any Assessment not paid within forty-five (45) days after the due date bears interest from the due date at the lesser of (a) ten percent (10%) or (b) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien was created in favor of the Association by the Original Declaration. Such lien runs with title to each Lot within the Subdivision and may be foreclosed upon by the Association pursuant to the laws of the State of Texas. Each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is appointed trustee to exercise the Association’s power of sale. The trustee will not incur any personal liability except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Association may, as further evidence of the lien, give notice of the lien, by executing and recording a document setting forth notice (i) that delinquent sums are due the Association at the time such document is executed and (ii) the fact that a lien exists to secure the repayment thereof. The failure of the Association to execute and record any such document does not affect the validity, enforceability, or priority of the lien. If required by law, the Association will also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided in this Declaration, and to exercise the power of sale hereby granted, such foreclosure will be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained in this Declaration to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established in this Declaration, including nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including the Association or any Owner, has the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote may be exercised on its behalf; and (2) no Assessment may be levied on it. Out of the proceeds of such sale, there will be paid first, all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there will be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges, and attorney's fees; and third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on, and each Occupant of any improvements thereon will be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

E. Subordination of the Lien to Purchase Money Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

F. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot is presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

G. Exempt Property

The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article 1, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE XII.        MODIFICATION AND TERMINATION OF COVENANTS**

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration, which lien and annexation will continue to be in full force and effect from the date the Declaration was recorded.

A. Amendment by Owners

Approval by the Owners of sixty-seven percent (67%) of Lots is required to amend, modify, or terminate this Declaration; provided however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above, of the amended declaration, the amended declaration must be recorded in the Official Public Records of Bastrop County, Texas, whereupon, to the extent of any conflict with this Declaration, the amendment will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained in this Declaration to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration:

1. written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;



2. a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
3. door-to-door circulation of a petition by the Association or a person authorized by the Association; or
4. any other method permitted under this Declaration or applicable law.

### **ARTICLE XIII. GENERAL PROVISIONS**

#### **A. Severability**

The invalidity of any one or more of the provisions of this Declaration does not affect the validity of the other provisions thereof.

#### **B. Compliance with Laws**

At all times, each Owner must comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

#### **C. Gender and Number**

The singular wherever used in this Declaration must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

#### **D. Interpretation**

For purposes of this Declaration, (a) "include," "includes" and "including" are deemed to be followed by the words "without limitation", (b) "or" is not exclusive, (c) "any" means "any and all", and (d) "may not" is a prohibition and does not mean "might not" or its equivalents.

#### **E. Headings**

The titles and captions for this Declaration and the sections contained in this Declaration are for convenience only and may not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

#### **F. Governing Law**

The provisions in this Declaration are governed by and enforceable in accordance with the laws of the State of Texas, and venue is mandatory in Bastrop County, Texas. Any obligations performable pursuant to this Declaration are to be performed in Bastrop County, Texas.

G. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines are secured by the continuing lien set out in this Declaration.

H. Books and Records

The books, records, and papers of the Association are subject to inspection by any Member upon written request and by appointment during normal business hours pursuant to a Records Production and Copying Policy adopted by the Association.

I. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration is deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Bastrop Central Appraisal District at the time of such mailing.

J. Current Address

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot at all times. If an Owner fails to notify the Association of his/her current address, the Association may use the address of the Lot as the current address.

K. Security

THE ASSOCIATION (INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND ATTORNEYS) IS NOT AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT THE ENTRY GATES, IF ANY, ARE SOLELY FOR ACCESS CONTROL PURPOSES AND ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES DO NOT REPRESENT OR WARRANT THAT ANY ENTRY GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

L. Owners Bound

All provisions of the Dedicatory Instruments applicable to the Subdivision and Owners, also apply to all Owners of any Lot or Dwelling. Each Owner must cause all Owners of their Lot to comply with the Dedicatory Instruments, and each Owner is responsible for all violations, losses, and damages caused by an Occupant of the Owner's Lot, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision or that any lease, agreement, or permission given allowing the Occupant to be present be terminated.

M. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner desiring to sell or otherwise transfer title to his or her Lot must give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person transferring title is jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

2. Resale Certificate: No Owner may transfer title to a Lot, together with the improvements thereon, until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code ("**Resale Certificate**").

In accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, the Association may charge a reasonable fee, to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any

update to a Resale Certificate, which charge is supported by the lien created in this Declaration.

N. Duration

The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five(25) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of sixty-seven percent (67%) of the Lots or Living Units has been recorded, agreeing to eliminate or change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to eliminate or change shall then be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is then sent to every Owner at least thirty (30) days in advance of any action taken.

O. Amendment

Notwithstanding anything herein above, the Association, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least sixty-seven percent (67%) of the outstanding votes of the Association.

[SIGNATURE PAGE FOLLOWS]

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am a Director of Lake Thunderbird Owners Association, a Texas nonprofit corporation.

That this instrument constitutes the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Thunderbird Subdivision Sections I, II, III and IV and has been adopted by the affirmative vote of at least sixty-seven percent (67%) total votes allocated to property owners entitled to vote on the amendment of the declaration.

IN WITNESS WHEREOF, the undersigned representative has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2023.

**LAKE THUNDERBIRD OWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Lake Thunderbird Owners Association, Inc., a Texas corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public - State of Texas

## EXHIBIT "A"

Lake Thunderbird, Section One (1), a subdivision in Bastrop County, Texas according to the map or plat thereof recorded in Cabinet 1, Page 57B of the Map Records of Bastrop County, Texas and all amendments to or replats of said maps and plats, if any.

Lake Thunderbird, Section Two (2), a subdivision in Bastrop County, Texas according to the map or plat thereof recorded in Cabinet 1, Page 59A of the Map Records of Bastrop County, Texas and all amendments to or replats of said maps and plats, if any.

Lake Thunderbird, Section Three (3), a subdivision in Bastrop County, Texas according to the map or plat thereof recorded in Cabinet 1, Page 61A of the Map Records of Bastrop County, Texas and all amendments to or replats of said maps and plats, if any.

Lake Thunderbird, Section Four (4), a subdivision in Bastrop County, Texas according to the map or plat thereof recorded in Cabinet 1, Page 63A of the Map Records of Bastrop County, Texas and all amendments to or replats of said maps and plats, if any.