

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
DLA Piper LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
carey.venditti@dlapiper.com



DEVELOPMENT AREA DECLARATION
[SINGLE-FAMILY RESIDENTIAL]

*A Master Planned Community in
Hays County, Texas*

Declarant: LA CIMA SAN MARCOS, LLC, a Texas limited liability company

Cross reference to La Cima Master Covenant, recorded as Document No. 17044512 in the Official Public Records of Hays County, Texas.



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DEVELOPMENT AREA DECLARATION
[SINGLE-FAMILY RESIDENTIAL]

This La Cima Development Area Declaration [Single-Family Residential] (the "**Development Area Declaration**") is made by **LA CIMA SAN MARCOS, LLC.**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously Recorded that certain La Cima Master Covenant, recorded as Document No. 17044512 in the Official Public Records of Hays County, Texas (the "**Master Covenant**").

B. Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Master Covenant.

A Development Area is a portion of La Cima which is subject to the terms and provisions of the Master Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Master Covenant.

C. Upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the Recording of a Notice of Annexation in accordance with *Section 9.05* of the Master Covenant will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

ARTICLE 1 DEFINITIONS

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

“Standby Electric Generator” means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven (7) kilowatts.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Master Covenant.

ARTICLE 2 USE AND GENERAL RESTRICTIONS

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

2.01 Use Restrictions. The Development Area shall be used solely for single-family residential purposes. The Development Area shall not be used for any other purposes without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with Applicable Law; (b) participating in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development; (e) the business does not, in the Board’s judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant, a Residential Developer or a Homebuilder.

2.02 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence, Accessory Dwelling Unit or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from Ordinary Public View must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the La Cima Reviewer.

2.04 Trash Containers. Trash containers and recycling bins must be stored at all times either: (a) inside the garage of the residence; or (b) behind the single-family residence or fence constructed on the Lot in such a manner that the trash container and recycling bin are not visible from Ordinary Public View. The La Cima Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.05 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible to Ordinary Public View on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than in enclosed garages is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence. Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the La Cima Reviewer shall be permitted.

2.06 Animals; Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other

than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.07 Tanks Unless otherwise approved in writing by the La Cima Reviewer, no tanks for any purpose other than swimming pools and residential gas grills may be erected, placed or permitted on any Lot without the advance written approval of the La Cima Reviewer. All tanks must be screened so not to be visible from Ordinary Public View.

2.08 Hazardous Activities. No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development Area which are or might be unsafe or hazardous to any person or properties. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No exterior fires, except that barbecues, outside fires in fireplaces and braziers or other fires contained within designated facilities or receptacles and in areas designated and approved by the La Cima Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.09 Mining and Drilling. Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the La Cima Reviewer which are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

2.10 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants. Without limiting the generality of the foregoing, if

any noise or nuisance emanates from any Improvement on any Lot or the Common Area, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this *Section 2.10*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the La Cima Reviewer will be final, binding, and conclusive.

2.11 Rubbish and Debris. As determined by the La Cima Reviewer, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.12 Permanent On Street Parking. No vehicle may be permanently parked on any public road or street within the Development. The phrase "permanently parked" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive days. Any vehicle may in violation of this *Section 2.12* may be subject to towing as permitted by Applicable Law.

2.13 Maintenance. Each Owner of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Owner's entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.13* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner as determined by the Board in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and wastes;
- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Watering;
- (e) Keeping exterior lighting and mechanical facilities in working order;
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (g) Keeping planting beds free from turf grass;

- (h) Keeping sidewalks and driveways in good repair;
- (i) Complying with all Applicable Law;
- (j) Repainting of Improvements; and
- (k) Repair of exterior damage, and wear and tear to Improvements.

2.14 Walls and Fence Maintenance. Retaining walls and screening walls as well or other fences located wholly within an individual Lot constitute a “**Non-Party Wall.**” A wall or fence along the dividing line between two (2) Lots or between a Lot and Common Area, Special Common Area, or any other portion of the Development Area and intended to benefit both Lots or both the Lot and the Common Area, Special Common Area, or any other portion of the Development Area constitutes a “**Party Wall.**” A fence or wall located on or along the boundary between a Common Area, Special Common Area or Lot, as applicable, and either a public street or a parcel of land that is not subject to the Master Covenant constitutes a “**Perimeter Wall.**” Non-Party Walls, Party Walls, and Perimeter Walls may be referred to, collectively or individually, as “**Walls.**” Declarant shall be responsible for maintaining any portion of any wall designated as Special Common Area or Common Area pursuant to the Master Covenant or that otherwise abuts the Common Area or Special Common Area until such time as the Declarant conveys such walls to the Association for maintenance (an “**Association-Maintained Wall**”). To the extent not inconsistent with the provisions of this *Section 2.14*, Party Walls, Non-Party Walls, and Perimeter Walls are subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions, and are also subject to the following:

(a) Easement. Each Lot is subject to a reciprocal easement of five feet (5') on either side of any Wall over and across any adjacent Lot, or adjacent Common Area or Special Common Area for the maintenance, repair, replacement or reconstruction of Walls.

(b) Party Walls.

(i) Encroachments and Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.14*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands.

(ii) Right to Repair. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the La Cima Reviewer in accordance with *Article 6* of the Master Covenant.

(iii) Maintenance. In the event that an Owner shares a Party Wall with the Association or the Declarant, the Owner will be solely responsible for the costs to repair, reconstruct, or replace the Party Wall. In the event that an Owner shares a Party Wall

with the Owner of another adjoining Lot, the Owners shall each maintain the inward-facing portion of the Party Wall. The Owners shall be responsible for determining the division of the costs to repair, reconstruct or replace the Party Wall. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Hays County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.14* is appurtenant to the Lot and passes to the Owner's successors in title.

(iv) Costs. The Owners of the adjoining Lots shall share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Hays County, Texas, and has the right to foreclose such lien in the same manner as a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(c) Non-Party Wall. An Owner of a Lot shall be solely responsible for the costs to repair, reconstruct or replace the Non-Party Wall.

(d) Perimeter Wall. Unless the Perimeter Wall is an Association-Maintained Wall, the Owner of a Lot abutting a segment of the Perimeter Wall shall be responsible for the costs to repair, reconstruct or replace that segment of the Perimeter Wall.

(e) Damages. If an Owner is responsible for damage to or destruction of the Party Wall, Non-Party Wall or Perimeter Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement for such Party Wall, Non-Party Wall or Perimeter Wall. If an Owner fails or refuses to pay his share of costs of repair or replacement of a Party Wall, Non-Party Wall or Perimeter Wall for which such Owner is responsible, the Association has the right to maintain and repair the Party Wall, Non-Party Wall or Perimeter Wall, and the costs incurred by the Association for such purpose shall be charged back to the Owner as an Individual Assessment.

(f) Alterations. The Owner of a Lot sharing a Party Wall or Perimeter Wall may not cut openings in the Party Wall or Perimeter Wall or alter or change the Party Wall or Perimeter Wall in any manner that affects the use, condition, or appearance of the Party Wall or the Perimeter Wall. The Party Wall or Perimeter Wall will always remain in the same location as when erected unless otherwise approved by the La Cima Reviewer or the Owners of each Lot sharing the Party Wall, if applicable.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the La Cima Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the La Cima Reviewer has adopted Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines, if any, may be supplemented, modified, amended, or restated by the La Cima Reviewer as authorized by the Master Covenant.

3.02 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the La Cima Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the La Cima Reviewer.

3.03 Building Materials. All building materials must be approved in advance by the La Cima Reviewer.

3.04 Unfinished Structures. No Improvements, including all structures, shall remain incomplete or unfinished for more than one (1) year after construction thereof has commenced.

3.05 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet (2') and six feet (6') above any roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration or the Documents to the contrary, all sight distances required by any applicable governmental authority shall control

3.06 Utility Lines. Unless otherwise approved by the La Cima Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

3.07 Accessory Dwelling Units. Any secondary dwelling structure which may be constructed upon a Lot in addition to the principal or primary residence constructed thereon as an accessory thereto ("**Accessory Dwelling Units**") shall be allowed on any Lot(s) as approved by the La Cima Reviewer. Subject to approval by the La Cima Reviewer, all Accessory Dwelling Units shall be constructed in accordance with the Documents.

3.08 Recreational Courts and Playscapes. No recreational courts, *e.g.*, "sport courts", shall be constructed on any Lot unless expressly approved by the La Cima Reviewer. The La Cima Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the La Cima Reviewer. The La Cima Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Residential Lot.

3.09 Basketball Goals; Permanent and Portable. Upon prior written approval by the La Cima Reviewer, basketball goals may permanently installed on a Lot and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. Portable basketball goals may be used in unfenced yards and on private driveways during periods of active play, if the portable goals are removed from sight when not in use. Portable basketball goals shall not be placed in any public right-of-way or in any private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, and must be maintained in good condition and repair, including but not limited to the condition of the basketball net. If determined unsightly by the La Cima Reviewer or placed in the public right-of way or a private right-of-way other than the private driveway of such Owner or Occupant using the portable basketball goal, the Association may cause any such basketball goal to be removed without liability for damage to said equipment.

3.10 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the La Cima Reviewer. Temporary portable canopies or event tents may be installed by an Owner or Occupant so long as they are removed within forty-eight (48) hours from the time of installation. Temporary sales trailers, construction or office trailers or other structures necessary for storage of tools and equipment for use by Homebuilders, architects, and contractors during actual construction may be maintained with the prior approval of Declarant.

3.11 Garages. Each residence within the Development must contain: (a) a private, enclosed garage capable at all times of housing at least one (1) automobile; or (b) for those Lots approved in advance and in writing by the La Cima Reviewer or otherwise served by an alley, a carport capable at all time of house at least one (1) automobile. All garages and carports shall be approved in advance of construction by the La Cima Reviewer. No garage or carport structure may be permanently enclosed or otherwise used for livable area or habitation as part of the primary residence.

3.12 Fences. No fence or any fencing materials may be constructed or used in the Development Area without the prior written consent of the La Cima Reviewer. Additional fencing requirements are set forth in the Design Guidelines.

3.13 Driveways. The design, construction material, and location of: (a) all driveways, and (b) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the La Cima Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines.

3.14 Swimming Pools. Above-ground or temporary swimming pools are expressly prohibited.

3.15 HVAC Location; Window Units Prohibited. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise

approved in advance by the La Cima Reviewer. No window or wall type air-conditioning apparatus or evaporative cooler may be used, placed, maintained or attached to any wall, window or any other location on a residence, Accessory Dwelling Unit, garage or other structure on the Lot where it would be visible from Ordinary Public View or an adjacent Lot. All HVAC units must be screened from view.

3.16 Landscaping. Landscaping shall be required to be installed and maintained on each Lot in accordance with the Design Guidelines.

If the Board causes such landscaping to be done in accordance with the Design Guidelines, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.16 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.17 Foundation Shielding. Certain exposed portions of the foundation on the elevations of any residence on each Lot shall be required to be shielded in accordance with the Design Guidelines.

3.18 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the La Cima Reviewer. Plans submitted to the La Cima Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.19 Concrete Truck Clean-Out Site. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the La Cima Reviewer (the "Clean-Out Site") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this Section, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses

(plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments.

3.20 Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

- (a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;
- (b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;
- (c) The installation of all electrical connections must be performed in accordance with Applicable Law;
- (d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;
- (e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;
- (f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;
- (g) All Standby Electric Generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repair, replacement and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;
- (h) Owners must screen the Standby Electric Generator if it is:
 - (i) Visible from the street faced by a residence; or
 - (ii) Located in unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area; or
 - (iii) Located in a fenced side or rear yard and is visible either from an adjoining Lot or from adjoining Common Area (*i.e.*, through wrought iron or aluminum fencing);
- (i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Area; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 6* of the Master Covenant.

3.21 Owner's Obligation to Maintain Street Landscape Area. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "**ST Landscape Area**") in accordance with the Design Guidelines unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "**Association Landscape Area**"). If the Association assumes such responsibility as set forth herein, Owner shall neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any Street Trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of the Documents and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.21* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

3.22 Construction Activities. This Development Area Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of

Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the La Cima Reviewer in its sole good faith judgment, the La Cima Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Board may contract for or cause such debris to be removed, and the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work, including an administrative fee of fifteen percent (15%) of the total cost or removal. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.22* INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

ARTICLE 4 DEVELOPMENT

4.01 Notice of Annexation. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the filing of a Notice of Annexation in accordance with *Section 9.05* of the Master Covenant describing such Property by a legally sufficient description and expressly providing that such Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant containing the following provisions:

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

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

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

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

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

ARTICLE 5 GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually.

Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (a) the Declarant, acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

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

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

5.06 Enforcement and Nonwaiver. Except as otherwise provided herein, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not

constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

LA CIMA SAN MARCOS, LLC,
a Texas limited liability company

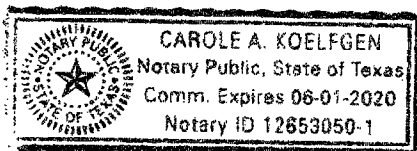
By: Bryan W. Lee
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 21st day of February, 2018,
by Bryan W. Lee, Manager of La Cima San Marcos, LLC, a Texas limited liability company, on behalf of
such company.

(seal)

Carole A. Koelfgen
Notary Public, State of Texas



ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

LAZY OAKS RANCH LP,
a Texas limited partnership

By: Lazy Oaks GP, LLC,
a Texas limited liability company,
its General Partner

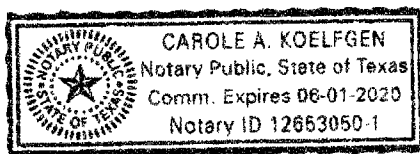
By: Bryan W. Lee
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Texas §

This instrument was acknowledged before me on 21st day of February, 2018, by Bryan W. Lee, Manager of Lazy Oaks GP, LLC, a Texas limited liability company, General Partner of Lazy Oaks Ranch LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]

Carole A. Koelfgen
Notary Public Signature



ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

LCSM PH. 1-1, LLC,
a Texas limited liability company

By: _____

Name: Bryan W. Lee

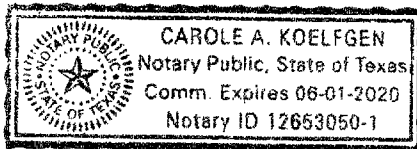
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 21st day of February, 2018, by
Bryan W. Lee, Manager of LCSM Ph. 1-1, LLC, a Texas limited liability company, on behalf of said limited
liability company.

[SEAL]

Carole A. Koelfgen
Notary Public Signature



ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

LCSM PH. 1-2, LLC,
a Texas limited liability company

By: *Bryan W. Lee*
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 21st day of February, 2018, by Bryan W. Lee, Manager of LCSM Ph. 1-2, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Carole A. Koelfgen
Notary Public Signature

