AFTER RECORDING RETURN TO:
PHILLIP SCHMANDT
MCGINNIS LOCHRIDGE
600 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701

VERAMENDI

DEVELOPMENT AREA DECLARATION

[RESIDENTIAL]

[SECTION 13N]

(A Master Planned Community in Comal County, Texas)

Declarant: Veramendi Development Company, LLC, a Texas limited liability company

Cross reference Veramendi Master Covenant [Residential], recorded as Document No. 201806003832, Official Public Records of Comal County, Texas, Official Public Records of Comal County, Texas. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

TABLE OF CONTENTS

VERAMENDI
DEVELOPMENT AREA DECLARATION
[SECTION 13N]

This Veramendi Development Area Declaration [Residential] [Section 13N] (this "**Declaration**") is made by Veramendi Development Company, LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant is the owner of that certain approximately 26.9 acre tract of land, more or less, located in Comal County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein, which land will be platted as VERAMENDI SECTION 13N, a subdivision in Comal County, Texas (the "**Development Area**").

B. Pursuant to that certain Notice of Applicability of Veramendi Master Covenant [Residential] [Section 13N], recorded on even date herewith, the Development Area is subject to the terms and provisions of that certain Veramendi Master Covenant [Residential], recorded as Document No. 201806003832, Official Public Records of Comal County, Texas (as the same may be amended from time to time, the "**Covenant**").

C. The Covenant permits Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Covenant, which shall be in addition to the covenants, conditions, and restrictions of the Covenant.

> **A Development Area is a portion of the Veramendi Master Community which has actually been made subject to the terms and provisions of the Covenant and a Development Area Declaration. A Development Area may correspond to one or all of the Lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your Lot, you must consult the terms and provisions of the Covenant, the terms and provisions of any Notice of Applicability covering your Lot, the Development Area Declaration which includes the Development Area where your Lot is located, and the Design Guidelines.**

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

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

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

the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Covenant.

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

ARTICLE 1
DEFINITIONS

Capitalized terms used but not defined in this Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2
USE RESTRICTIONS

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

2.01. **Single-Family Residential Use**. The Lots shall be used solely for private single-family residential purposes and there shall not be constructed or maintained thereon more than one (1) detached single family residence and, with prior written approval of the Veramendi Residential Reviewer, one (1) accessory dwelling. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (a) such activity complies with all the applicable zoning ordinances, if any; (b) the business activity is clearly incidental and secondary to the use of the Lot for residential purposes, as determined by the Veramendi Residential Reviewer, in its sole discretion; (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 on any Lot, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development Area; (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 Area 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 in intended to or does generate a profit; or (z) a license is required. Leasing of a residence, as permitted pursuant to *Section 2.25* of this Declaration, shall not be considered a business or trade within the meaning of this subsection. This Section shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

2.02. 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 Veramendi Residential 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 Veramendi Residential Reviewer.

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

2.04. Insurance Rates. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Master Community Facilities, including any Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.05. Mining and Drilling. No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. 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 Veramendi Residential Reviewer which are required to provide water to all or any portion of the Property or the Development. All water wells must also be approved in advance by any applicable regulatory authority.

2.06. Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devises used exclusively for security purposes) shall be located, used, or placed on any 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 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. 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 Veramendi Residential Reviewer will be final, binding, and conclusive.

2.07. 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 or within the Development Area or the Property. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal may be kept, bred, or maintained for any commercial purpose or for food. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no animals will be allowed on or within the Development Area or the Property other than on the Lot of its Owner unless confined to a leash or otherwise restrained or contained. No animal will be allowed to run at large. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration within the Development Area, and no kennels or breeding operation will be allowed. Except as otherwise provided herein, at all times animals shall be kept within fenced or enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste. All fencing and outdoor enclosed areas constructed hereunder must be: (a) constructed in accordance with materials, plans and specifications in conformance with the terms and provisions of this Declaration and the Design Guidelines and any additional conditions imposed by the Veramendi Residential Reviewer; (b) of reasonable design and construction to adequately fence and/or enclose such animals in accordance with the provisions hereof; and (c) approved in advance and in writing by the Veramendi Residential Reviewer. 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 law.

2.08. Rubbish and Debris. 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 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.

2.09. Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their 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 Veramendi Residential Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.09* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Veramendi Residential Reviewer, 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 government, health and police requirements;

(j) repainting of Improvements; and

(k) repair of exterior damage, and wear and tear to Improvements.

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

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

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

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

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

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

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

(b) attached to the side of the principal residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(c) installed in the rear yard of the Lot, behind and below the perimeter fence around the rear yard and screened from view from adjacent Lots and the street.

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

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted; HOWEVER, you are required to comply with the Design Guidelines and/or Rules regarding installation and placement. The Design Guidelines and/or any additional Rules and Regulations may be modified by the Veramendi Residential Reviewer from time to time. Please contact the

Veramendi Residential Reviewer for the current Design Guidelines and/or Rules regarding installation and placement of any Satellite Dishes or other Permitted Antennas.

2.12. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Veramendi Residential Reviewer, except for:

(a) signs erected by Declarant or erected with the advance written consent of Declarant;

(b) one small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) permits as may be required by legal proceedings;

(d) permits as may be required by any governmental entity;

(e) a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(f) one (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet; and (iii) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(g) political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(h) a "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

2.13. Tanks. No individual propane tanks may be used for or in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. This includes no elevated tanks of any kind to be erected, placed or permitted on any Lot, unless there is the advance written approval of the Veramendi Residential Reviewer. If there is a permitted tank for any reason, it must be screened from view in accordance with an architectural plan approved in advance by the Veramendi Residential Reviewer. **This provision will not apply to a tank used to operate a standard residential gas grill.** Underground storage tanks are expressly prohibited.

2.14. Barbecue Units. Barbecue units are only permitted within the rear yard of each Lot. 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 Veramendi Residential Reviewer will be final, binding, and conclusive.

2.15. Clotheslines; Awnings. No clotheslines and no outdoor clothes drying or hanging shall be permitted in the Development Area, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any residence on any Lot, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs of any residence on any Lot, or any part thereof, nor relocated or extended, without the prior written consent of the Veramendi Residential Reviewer.

2.16. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Development Area without the prior written approval of the Veramendi Residential Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Veramendi Residential Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.17. Unsightly Articles; Vehicles.

(a) No article deemed to be unsightly by the Veramendi Residential Reviewer shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in

enclosed garages or other structures. Notwithstanding the foregoing provision, all-terrain vehicles (excluding golf carts), motor scooters, and motorized mini-bikes may not be used on the Development Area or on any road or street within the Development Area. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

(b) Parking of commercial vehicles or equipment, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (i) enclosed garages; or (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, however, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to construct, remodel, provide service or to make a delivery to a residence.

2.18. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers and/or recreational vehicles shall be parked on any Lot—except, as to travel trailers and recreational vehicles, for a period of up to twenty-four (24) consecutive hours—or used as a residence, either temporary or permanent, at any time.

2.19. On Street Parking. No vehicle may be permanently parked on any road or street within the Development Area unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended for more than twenty-four (24) consecutive hours.

2.20. Basketball Goals; Permanent and Portable. Permanent basketball goals are not permitted to be placed on any Lot. Portable basketball goals are permitted with the prior written approval of the Veramendi Residential Reviewer, but must be stored in the rear of the Lot or inside garage from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair.

2.21. Recreational Courts and Playscapes. No recreational courts, *e.g.*, "sport courts", shall be constructed on any Lot unless expressly approved by the Veramendi Residential Reviewer. The Veramendi Residential 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 Veramendi Residential Reviewer. The Veramendi Residential Reviewer may prohibit the installation of recreational courts, playscapes or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Lot.

2.22. Flags – Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per Lot. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Veramendi Residential Reviewer. Approval by the Veramendi Residential Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

2.23. Flags – Installation and Display. Unless otherwise approved in advance and in writing by the Veramendi Residential Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) no more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(b) any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) with the exception of flags displayed on Master Community Facilities or Special Common Area and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) the display of a flag, or the location and construction of the flagpole must comply with applicable law, easements and setbacks of record;

(f) any flagpole 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 residence;

(g) a flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring Lots; and

(i) any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.24. Trash Containers. Except for a consecutive twelve (12) hour period on any designated waste pick-up day, trash containers and recycling bins must be stored in one of the following locations:

(a) inside the garage of the single-family residence constructed on the Lot; or

(b) behind the single-family residence constructed on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Veramendi Residential Reviewer shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

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

2.26. Decorations and Lighting. Unless otherwise permitted by *Section 2.12(e)*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Veramendi Residential Reviewer. Customary seasonal decorations for holidays are permitted without approval by the Veramendi Residential Reviewer, but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the Veramendi Residential Reviewer.

2.27. Compliance with Documents. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of thereof and may result in a fine against the Owner in accordance with *Section 5.15* of the Covenant, and shall give rise to a

cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Manager, the Board on behalf of the Association, the Veramendi Residential Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Veramendi Residential Reviewer may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration and/or the Covenant for Assessments and may be collected by any means provided in the Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.26* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

If you fail to comply with the Documents, including this Declaration, the Covenant, the Design Guidelines, and any Rules adopted by the Association, you may be fined or a claim may be pursued against you in court.

2.28. Liability of Owners for Damage to Master Community Facilities; Special Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Master Community Facilities or Special Common Area, or any Improvements located or constructed thereon, without the prior written approval of the Veramendi Residential Reviewer. Each Owner shall be liable to the Association for any and all damages to: (a) the Master Community Facilities, Special Common Area and any Improvements constructed thereon; or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Sections 5.11 and 5.13* of the Covenant.

2.29. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or

provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.30. Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR 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 SUCH OWNER'S USE OF ANY MASTER COMMUNITY FACILITIES OR SPECIAL COMMON AREA. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR 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 AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY MASTER COMMUNITY FACILITIES OR SPECIAL COMMON AREA (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANTS 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.

Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Master Community Facilities or Special Common Area, and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Master Community Facilities or Special Common Area.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

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

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

3.02. Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Veramendi Residential Reviewer.

3.03. Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Veramendi Residential Reviewer.

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

3.05. Masonry Requirements; Foundation Shielding; Chimneys. All exterior elevations of a residence must comply with the masonry requirements set forth in the Design Guidelines and be approved in advance by the Veramendi Residential Reviewer. As used in this Declaration and the Design Guidelines, "masonry" is defined as stone, brick or stucco, but excluding red brick. Any portions of the elevations that are not masonry must use cement fiber "lap siding." Masonite sheet or other sheet siding, or wood siding is not allowed. Notwithstanding the foregoing or the requirements set forth in the Design Guidelines, the Veramendi Residential Reviewer, in its sole discretion, may approve the use of "decorative siding" (fibre-cement or equivalent material only): (a) on up to twenty percent (20%) of the front elevation of a two (2) story residence; or (b) on front gables above plate line on a one (1) story residence. "Decorative siding" includes vertical board and batten, shakes, scallops and other decorative siding facades as may be approved by the Veramendi Residential Reviewer on a case-by-case basis in its sole discretion. Unless otherwise designated by the Veramendi Residential Reviewer on specific Lots (*i.e.*, additional masonry designated on rear elevations on Lots adjacent to any Greenbelt, etc.), exposed portions of the foundation on the front and each side elevation of a residence for a distance of at least three feet (3') as measured from the front elevation must be concealed by extending the exterior stone or stucco to within at least twenty four inches (24") of the finished grade. For all chimneys erected on any residence constructed on a Lot: (y) if the chimney penetrates the roof within the interior of the residence, cementitous siding products (*e.g.*, Hardi-Plank) may be used to veneer the exterior of the chimney; and (z) if the chimney is located on an exterior wall of the residence, all sides of the chimney must be veneered with a masonry product approved by the Veramendi Residential Reviewer, except for the side facing the residence.

3.06. Roofing. The roof pitch of any roof must be a minimum of 8/12 for the main structure of the roof and each roof must be constructed of dimensional fiberglass shingles with

a rating of thirty (30) years or greater, either "weathered wood" or "weathered gray" in color. The pitch, color and composition of all roof materials shall be approved in advance of construction by the Veramendi Residential Reviewer.

3.07. Garages. All garages must comply with the requirements set forth in the Design Guidelines and be approved in advance of construction by the Veramendi Residential Reviewer. The residence on each Lot must contain a private, enclosed garage capable of housing at least two (2) automobiles. No carports or other open automobile storage units will be permitted. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage (*i.e.,* side-entry or front-entry) must be approved in advance by the Veramendi Residential Reviewer. The parking of vehicles in the yard of any Lot is not permitted.

3.08. Setbacks. The location of all Improvements must comply with the minimum setbacks established by the Plat.

3.09. Square Footage. The minimum and maximum square footage for each residence must comply with the Design Guidelines.

3.10. HVAC Location; Screening. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other Lot or any Master Community Facilities or Special Common Area. All HVAC units must be screened with either structural screening to match the exterior of the residence or non-deciduous landscaping, as approved by the Veramendi Residential Reviewer.

3.11. Address Markers. The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the Veramendi Residential Reviewer.

3.12. Driveways. The design, construction materials, and location of: (a) all driveways, and (b) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Veramendi Residential Reviewer.

3.13. Sidewalks; Lead Walks. Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Veramendi Residential Reviewer, and in conjunction with and at the time of construction of the residence constructed on such Lot: (a) a concrete sidewalk complying with the specifications set forth in the Plat, or construction plans approved by the applicable governmental entities in connection with the Plat, and the Documents; and (b) a lead walk between three feet (3') and five feet (5') in width, of curvilinear design, if practicable, connecting the front door of the residence to either the sidewalk or driveway. Sidewalks shall extend from Lot line to Lot line and shall follow the pattern of the incoming sidewalks (as proposed or built) on adjacent Lots. Placement of sidewalks in public rights-of-way around the terminus of cul-de-sac shall follow the pattern of the incoming

sidewalk (as proposed or built) on adjacent Lots so as to insure a continuous walk around the terminus. Owners of corner Lots shall install such sidewalks parallel to the front Lot line and the side street Lot line. If not otherwise provided, Owners of corner Lots shall extend the sidewalks to a terminus at and with the street curb in accordance with all applicable governmental regulations respecting sidewalk construction and/or specifications. Any public utility easements provided along front and side Lot lines may be used for the construction of sidewalks with the prior written approval of the Veramendi Residential Reviewer and of any utility companies furnishing utility service through such easements.

Each Owner shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Lot and the lead walk on such Owner's Lot after construction, and shall maintain such sidewalk and lead walk in a good condition of repair.

3.14. Fences. All Lots shall be fenced unless otherwise approved by the Veramendi Residential Reviewer. Except as expressly set forth in this *Section 3.14*, *Section 3.23*, or as otherwise approved by the Veramendi Residential Reviewer, fences shall be six feet (6') in height and constructed of either: (a) wood stained with Wood Defender Sedona or Behr 500 – Natural Transparent, or (b) black coated powder-coated tubular steel or decorative metal construction (any powder-coated tubular steel or decorative metal shall be of a color and style specified by the Veramendi Residential Reviewer), or a combination thereof approved by the Veramendi Residential Reviewer. Powder-coated tubular steel fencing is applicable only to Lots adjacent to greenbelt, drainage or open space areas or Lots specified by the Veramendi Residential Reviewer in accordance with *Section 3.23* herein. Notwithstanding the above, any wood fence may be installed with Rightwood Sahara Gold or comparable product, approved by the Veramendi Residential Reviewer, upon initial fence construction by a Homebuilder. Wood stain is required only on fences facing a street, or proposed road or public right-of-way. All Lots shall be fenced so that the slats of any portion of a wood fence which faces any existing or proposed road, street or other public right-of-way shall be capped and stained. All other fencing shall be "good neighbor fencing" (*i.e.*, fencing with the slats alternating by section of the fence, where a "section" is a portion of the fence between support poles, with the slats in one section facing into the Lot and the slats in the next section facing outward from the Lot). Fences in side yards shall be located: (x) so as to screen all air conditioning or other exterior mechanical equipment from view; (y) at least 5 (5) feet back from the front of the residence; and (z) no farther from the front of the residence than the midpoint of such residence. Fences along the side yard of corner Lots shall not be placed closer to the public right-of-way than five feet (5') from such right-of-way or fifteen feet (15') from the back of curb. Lots adjacent to greenbelt, drainage or open space must be fenced with black coated powder-coated tubular steel or decorative metal construction (any powder-coated tubular steel or decorative metal shall be of a color and style specified by the Veramendi Residential Reviewer).

3.15. Solar Energy Device. During the Development Period this *Section 3.15* does not apply and Declarant must approve in advance and in writing the installation of any solar energy device or apparatus (a "**Solar Energy Device**"). Until expiration or termination of the Development Period, Declarant may prohibit the installation of any Solar Energy Device. After

expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the Veramendi Residential Reviewer.

(a) Application. To obtain Veramendi Residential Reviewer approval of a Solar Energy Device, the Owner shall provide the Veramendi Residential Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of Article 6 of the Covenant.

(b) Approval Process. The Veramendi Residential Reviewer will review the Solar Application in accordance with the terms and provisions of Article 6 of the Covenant. The Veramendi Residential Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.15(a)* below **UNLESS** the Veramendi Residential Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.15(a)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Veramendi Residential Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Veramendi Residential Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Veramendi Residential Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Veramendi Residential Reviewer. If the Owner desires to contest the alternate location proposed by the Veramendi Residential Reviewer, the Owner should submit information to the Veramendi Residential Reviewer which demonstrates that the Owner's proposed location

meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.16. Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Veramendi Residential Reviewer.

(a) Application. To obtain Veramendi Residential Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Veramendi Residential Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Veramendi Residential Reviewer will be made in accordance with Article 6 of the Covenant. Any proposal to install a Rainwater Harvesting System on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Veramendi Residential Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) the Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Veramendi Residential Reviewer;

(ii) the Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device;

(iii) the Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street;

(iv) there is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Veramendi Residential Reviewer; and

(v) if the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Master Community Facilities, Special Common Area, or another Owner's Lot, the Veramendi Residential Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. See *Section 3.16(d)* for additional guidance.

(d) Guidelines. When submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Master Community Facilities, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Mater Community Facilities, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Veramendi Residential Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Veramendi Residential Reviewer.

3.17. Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Veramendi Residential Reviewer. Plans submitted to the Veramendi Residential Reviewer for approval shall indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot shall be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls shall be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.18. Landscaping. Each Owner shall be required to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Veramendi Residential Reviewer. Notwithstanding any provision in this Declaration to the contrary, such landscaping plans must be approved by the Veramendi Residential Reviewer prior to commencement of construction of the residence located on the Lot to which such landscaping plans relate. Unless otherwise approved in advance by the Veramendi Residential Reviewer, all landscaping shown on the landscaping plans and specifications approved by the Veramendi Residential Reviewer shall be installed, and all such landscaping shall be completed, prior to the earlier to occur of: (a) conveyance of the Lot with a completed residence thereon from a Homebuilder to an Owner, or (b) occupancy of the residence by the Owner. In addition

to any other trees or landscaping required by the Design Guidelines or the Veramendi Residential Reviewer, and unless other landscaping requirements are designated by the Veramendi Residential Reviewer on specific Lots (*i.e.*, fully sodded rear yards designated on Lots adjacent to any Greenbelt, etc.), the front and sides and each Lot shall be fully sodded with a grass of a type approved in advance by the Veramendi Residential Reviewer. Existing trees on any Lot meeting the criteria for trees required by the Design Guidelines or the Veramendi Residential Reviewer shall be included in the determining compliance therewith. The Veramendi Residential Reviewer shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.

3.19. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Veramendi Residential Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Veramendi Residential Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Veramendi Residential Reviewer for Xeriscaping, the Owner shall provide the Veramendi Residential Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction; and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Veramendi Residential Reviewer is not responsible for: (x) errors or omissions in the Xeriscaping Application submitted for approval; (xi) supervising installation or construction to confirm compliance with an approved Xeriscaping Application; or (xii) the compliance of an approved application with applicable law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Veramendi Residential Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Veramendi Residential Reviewer. For purposes of this *Section 3.19*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Veramendi Residential Reviewer determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in

damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard.

(c) Process. The decision of the Veramendi Residential Reviewer will be made within a reasonable time, or within the time period otherwise required by the Documents. Any Xeriscaping Application to install Xeriscaping on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.19* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Veramendi Residential Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Veramendi Residential Reviewer may require the Owner to: (x) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (xi) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Veramendi Residential Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.20. Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may 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 a point thirty (30) feet 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 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 Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

3.21. **Swimming Pools.** Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. No swimming pool shall be located in the front or side yard on any Lot. No swimming pool foundation may be exposed more than twenty-four inches (24") above finished grade. If more than twenty-four inches (24") of a foundation otherwise would be exposed, the foundation shall be built to include a finished wall matching the exterior wall of the residence, which will extend to within twenty-four inches (24") of finished grade. Nothing in this *Section 3.15* is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above-ground and temporary swimming pools are prohibited.

3.22. **Retaining Walls.** Each Owner who acquires a Lot with the intent of constructing a residence thereon for sale to a third-party (*i.e.*, a Homebuilder) shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Veramendi Residential Reviewer to be constructed on such Owner's Lot. Any retaining wall proposed to be constructed within the Development Area shall comply with the Design Guidelines or shall otherwise be constructed in accordance with any other specifications set forth by the Veramendi Residential Reviewer and shall, in any case, be approved in advance by the Veramendi Residential Reviewer.

3.23. **Construction Activities.** This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon or within the Development. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Veramendi Residential Reviewer in its sole and reasonable judgment, the Veramendi Residential 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, then the Veramendi Residential Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

ARTICLE 4
INSURANCE AND CONDEMNATION

4.01. **Insurance.** Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage

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

4.02. Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.2*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN**

DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

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

ARTICLE 5
MORTGAGEE PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 6
DEVELOPMENT

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

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

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

(c) a legal description of the added land.

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

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

(b) a statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(c) a legal description of the withdrawn land.

ARTICLE 7
GENERAL PROVISIONS

7.01. Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Comal County, Texas, and continuing through and including January 1, 2090, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least 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 shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Comal County, Texas. Notwithstanding any provision in this *Section 7.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one (21) years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

7.02. Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Comal County, Texas, of an instrument setting forth the amendment executed and acknowledged by (a) Declarant, acting alone; or (b) Declarant and at least sixty-seven percent (67%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (w) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (x) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (y) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots and/or Condominium Units; or (z) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

7.03. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, by mail or by electronic mail (with confirmation of receipt). If delivery is made by mail, it shall be deemed to have been delivered

on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

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

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

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

7.07. Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.

(b) 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.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of the Documents at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

7.08. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and shall 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 the 21 day of February, 2018.

DECLARANT:

Veramendi Development Company, LLC,
a Texas limited liability company

By: ASA Properties, LLC, a Texas limited liability company, its Sole Manager

By: _____
Peter James, President

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 2 day of February, 2018, by Peter James, President of ASA Properties, LLC, a Texas limited liability company, the Sole Manager of Veramendi Development Company, LLC a Texas limited liability company, on behalf of said limited liability companies.

[seal]

MICHELLE HELEN MARTIN
NOTARY PUBLIC
ID# 13103796-5
State of Texas
Comm. Exp. 03-09-2021

_____
Notary Public, State of Texas
3/9/2021

CONSENT OF LANDOWNER

The undersigned being the fee title owner of the Development Area, executes this instrument for the purpose of evidencing its consent to the terms and provisions hereof. The undersigned further expressly acknowledges and agrees that : (i) all of the Development Area shall be held, sold, conveyed, and occupied subject to the covenants, conditions and restrictions set forth in this instrument and the Master Covenant, which shall run with the Development Area and shall be binding upon all parties having right title, or interest in or to the benefit of each owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to eh covenants, conditions and restrictions set forth in this instrument, regardless of whether or not the same are set out in full or by references in said contract or deed.

LANDOWNER:

Veramendi PE – Brisbane, LLC
a Texas limited liability company

By: Veramendi Development Company, LLC
a Texas limited liability company

By: ASA Properties, LLC a Texas limited liability company, its Manager

By: _____
Peter James, President

THE STATE OF §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 2 day of February, 2018 by Peter James, President of ASA Properties, LLC, a Texas limited liability company, the Manager of Veramendi Development Company, LLC, a Texas limited liability company, the Manager of Veramendi PE – Brisbane, LLC, a Texas limited liability company, on behalf of said limited liability companies.

[seal] MICHELLE HELEN MARTIN NOTARY PUBLIC ID# 13103796-5 State of Texas Comm. Exp. 03-09-2021

_____
Notary Public, State of Texas

EXHIBIT "A"

[insert description of Development Area]

PAPE-DAWSON ENGINEERS

METES AND BOUNDS DESCRIPTION
FOR

A 26.949 acre, or 1,173,885 square feet more or less, tract of land out of that 255.715 acre tract described in deed to Veramendi PE Brisbane, LLC recorded in Document No. 201706013192 of the Official Public Records of Comal County, Texas, out of the Juan Martin De Veramendi Survey No. 2, Abstract 3, in Comal County, Texas. Said 26.949 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a set ½" iron rod with yellow cap stamped "Pape-Dawson" on the southwest line of said 255.715 acre tract, the southwest corner of a 19.135 acre tract recorded in Document No. 201606012287 of the Official Public Records of Comal County, Texas, from which a found ½" iron rod with yellow cap stamped "Pape-Dawson" at the east corner of Oak Run Parkway, an 80-foot right-of-way recorded in Document No. 201206032242 of the Deed and Plat Records of Comal County, Texas bears N37°38'22" W, a distance of 1.00;

THENCE: N 50°33'53" E, along and with the southeast line of said 19.135 acre tract, a distance of 6.17 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: Northeasterly, continuing along and with the southeast line of said 19.135 acre tract, along a tangent curve to the right, said curve having a radius of 659.00 feet, a central angle of 01°52'30", a chord bearing and distance of N 51°30'08" E, 21.56 feet, for an arc length of 21.57 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 52°26'23" E, a distance of 651.21 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 559.00 feet, a central angle of 33°03'37", a chord bearing and distance of N 68°58'11" E, 318.09 feet, for an arc length of 322.55 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: Over and across said 255.715 acre tract the following bearings and distances:

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

N 85°30'00" E, a distance of 20.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 86°38'45" E, a distance of 100.02 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 85°30'00" E, a distance of 80.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 557.00 feet, a central angle of 21°00'00", a chord bearing and distance of S 84°00'00" E, 203.01 feet, for an arc length of 204.15 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 73°30'00" E, a distance of 240.07 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 16°30'00" W, a distance of 325.61 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 50.00 feet, a central angle of 37°26'38", a chord bearing and distance of S 35°13'19" W, 32.10 feet, for an arc length of 32.68 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 37°26'38", a chord bearing and distance of S 35°13'19" W, 9.63 feet, for an arc length of 9.80 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 16°30'00" W, a distance of 201.55 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 86°24'09", a chord bearing and distance of S 26°42'04" E, 20.54 feet, for an arc length of 22.62 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 14°06'45" W, a distance of 52.34 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 94°44'20", a chord bearing and distance of S 63°52'10" W, 22.07 feet, for an arc length of 24.80 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 16°30'00" W, a distance of 15.98 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 326.00 feet, a central angle of 35°56'23", a chord bearing and distance of S 34°28'11" W, 201.15 feet, for an arc length of 204.49 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 52°26'23" W, a distance of 501.45 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 07°26'23" W, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 37°33'37" E, a distance of 218.98 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

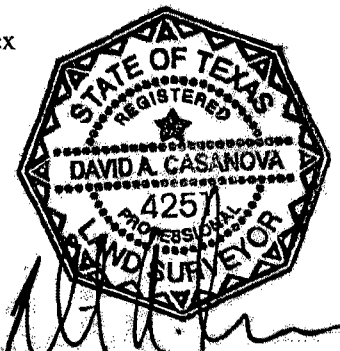
S 52°26'23" W, a distance of 183.10 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" on the southwest line of said 255.715 acre tract;

THENCE: N 37°37'26" W, a distance of 1073.44 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: N 37°38'22" W, a distance of 136.98 feet to the POINT OF BEGINNING, and containing 26.949 acres in Comal County, Texas. Said tract being described in accordance with an exhibit prepared under job number 9147-17 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 5, 2017 (Revised: January 25, 2018)
JOB NO. 9147-17
DOC. ID. N:\Survey17\17-9100\9147-17\Word\9147-17 FN-26.949 AC.docx

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/22/2018 08:22:48 AM
JESSICA 37 Pages(s)
201806006659



Bobbie Koepp