

081833

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RANCHES OF BRUSHY TOP

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

§

That, **RANCHES AT BRUSHY TOP PARTNERS, LP** a Delaware limited partnership (hereinafter called the "Owner"), being the Owner of that certain tract of land containing 2,018.44 acres, being more particularly described in Exhibit "A" attached hereto or made part hereof for all purposes, including any separate lots or tracts as shown in recorded plat (hereinafter sometimes called "the Property" and any portion thereof) less however Reserve 'F' Residual Acreage, as shown on recorded plat map of land for the purpose of adopting a uniform plan of development for the benefit of the present and future owners of the Property does hereby adopt and establish restrictions and covenants as hereinafter provided.

The following covenants, conditions, and restrictions shall run with the Property and shall be binding upon the present owners of any portion of the Property and any tracts located thereon and their respective heirs, executors, administrators, devisees, successors and assigns and shall inure to the benefit of the present owners of any portion of the Property and their respective successors, grantees and assigns. Furthermore, each contract, deed or other instrument which may be hereafter executed for the purpose of assigning, conveying or otherwise transferring any interest or title to any portion of the Property shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions and covenants are set out in full or by reference in any such contract or deed.

**ARTICLE I**  
**DEFINITIONS**

1.01 "Association" shall mean and refer to the **Ranches of Brushy Top Landowners Association, Inc.**, its successors and assigns.

1.02 "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Area" shall mean all real property owned by the Association for the benefit of and for the common use and enjoyment of the Owners, specifically, including reserves reflected on the plat of the Property. Common Area shall also include any land conveyed,

is dedicated or assigned by Declarant, or by a third party with the Association's consent, to the Association for maintenance and operation, including, but not limited to, easements, parkways, walkways, trees, plants, vegetation, parks, trails, paths, ponds, creeks and lakes within the Property.

1.05 "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision map of the Property but excluding the Common Area.

1.06 "Declarant" shall mean and refer to RANCHES AT BRUSHY TOP PARTNERS, LP and its successors or assigns (whether immediate or remote), as successor Owner of all or a substantial portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean any parcel of land subdivided out of the Property.

1.07 "ACC" shall mean the Architectural Control Committee.

1.08 "Main Roads" shall mean Bluff Ridge Trail, Gazelle Cove, Impala Cove, Antelope Cove, Black Buck Cove, Canyon Ridge Trail, Elk Run Cove, Oryx Cove, Brushy Top Trail as shown on the recorded subdivision map of the Property.

## **ARTICLE II**

### **USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

2.01 Construction of Improvements. Each Lot shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter.

- a. The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Lot, ranch manager and employees, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- b. Barns, sheds, storage buildings, and other structures for agricultural use are permitted. These improvements must be specifically approved by the ACC. A barn may include an apartment for employees or a guest living area.
- c. Recreational vehicles such as motor homes or similar recreational vehicles, or trailers for use as a primary residence (temporary or otherwise) are strictly prohibited.
- d. Manufactured and/or Modular homes are strictly prohibited unless specifically approved by the ACC.
- e. Carports are prohibited unless specifically approved by the ACC.

2.02 Architectural Control. No buildings or improvements of any type or character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the country setting and style in the Blanco and Texas Hill Country area. Unconventional, extreme, and nonconforming design is discouraged. The ACC shall exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be Terry S. Ward, Randy L. Hodde, and Isabelle Orrick. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval will not be required and the related architectural control covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association when one hundred percent (100%) of all Lots and any other areas annexed to the Property have been conveyed to Owners, and the term "Architectural Control Committee" or "ACC" herein shall include the Association as such assignee. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The Association may charge a reasonable fee not to exceed the sum of \$250.00 to retain an architect to review plans and specifications for improvements.

2.03 Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than two thousand (2,000) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when, in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision. Such approvals must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular lot involved.

2.04 Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, log, hardiplank, cedar, or other wood siding.

2.05 Location of the Improvements Upon the Lot. No building or other improvements shall be located on any Lot nearer than:

- a. one hundred (100') to the Main Roads, unless otherwise approved by the ACC; and
- b. sixty feet (60') to the side or rear Lot line, unless otherwise approved by the ACC.

2.06 Combined Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such combined building site, in which case setback lines shall

be measured from the resulting combined Lot lines rather than from the singular Lot lines. The location of the setback lines shall be subject to the approval of the Association. An owner however, can only eliminate one Lot's worth of Association dues by a Combined Building Site.

2.07 Easements. As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Declarant, and no structure of any kind shall be erected upon any of said easements. In addition to the easements shown on the recorded plat, Declarant reserves the following easements along the common boundaries of the Property and Bluff Ridge Trail, Gazelle Cove, Impala Cove, Antelope Cove, Black Buck Cove, Canyon Ridge Trail, Elk Run Cove, Oryx Cove, Brushy Top Trail, and all public or private roads surrounding or going through the Property.

- a. As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Blanco County, Texas, for conveyance to and maintenance by Blanco County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Lot from that point where such driveways tie into the Main Road.
- b. Additionally, each Owner is responsible to maintain the grass height at a level specified by the Association and to maintain the easement and/or ditch area that borders the Owner's property.

2.08 Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily, office, mixed use, or commercial construction is allowed on any lot. Any and all commercial development and commercial business is strictly prohibited. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted.

2.09 Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a primary residence. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height and shall be subject to approval of the ACC. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slighty and shall be removed immediately after completion of construction. A barn with living quarters may be built before the main residence with ACC approval.

2.10 Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, automobiles, campers, tractors or vehicles of any kind shall be stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage, barn, or behind a fence which encloses the rear of the Lot. No inoperable boat trailers, boats, travel trailers, automobiles, campers, tractors or vehicles of any kind shall be stored on any Lot.

2.11 Mineral Extraction. The excavation, mining, or removal of soil, sand, gravel, rock, peat, sod, or other surface minerals by any surface mining method is prohibited, except that construction materials, such as rock, dirt, sand, gravel, may be taken for the purposes of maintaining existing roads and facilities or in connection with other activity permitted herein on

The Party is allowed to the extent permitted by applicable law. Mining or production of ~~subject to~~ minerals, such as oil and gas, is strictly prohibited.

2.12 Agricultural Use For purposes hereof, the term "agricultural use" shall be limited as follows:

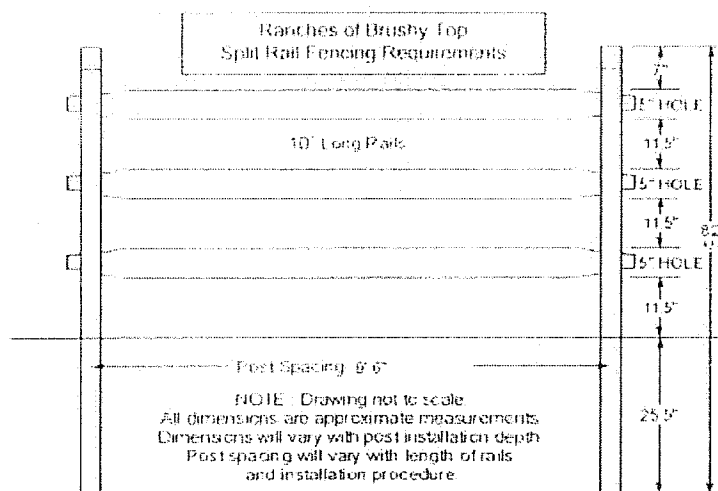
- a. Raising of livestock and poultry shall be permitted; however, commercial feed lot type operations and commercial poultry & swine operations are strictly prohibited.
- b. Livestock shall be limited to one (1) animal unit per acre, except sheep or goats which shall be limited to two (2) animal units per acre shall be allowed. Swine shall be limited to one (1) animal unit per three (3) acres.
- c. Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit. Otherwise each head of cattle or other livestock shall be deemed to a single animal unit.
- d. Where a combination of types of animal units are kept on a lot, the total number allowed shall be determined by allocating one (1) acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats.
- e. Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit", provided they are kept, or maintained for non-commercial purposes.
- f. All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to the Owners.
- g. All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to the Owners.
- h. No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:
  1. for the protection of the Owners and their property or animals from predators or nuisance varmints in a lawful manner;
  2. Upon having received written permission of the Association.
  3. The Association has the right to adopt rules and regulations concerning the use of firearms on the Property.

4 Recreational hunting is strictly prohibited in order to promote safety.

- 1 The Association has the right to adopt rules and regulations concerning the use of motorcycles, go-carts, ATVs and similar motorized vehicles and may, at its discretion, eliminate their use if such operation creates a safety hazard, excessive noise or annoyance to the Owners.

Commercial activity, whether for profit or not, open to the public or business invitees, is prohibited. Similarly, except for limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 2.08 above.

2.13 Walls, Fences and Hedges. As part of the common scheme and plan as shown on the recorded plat, an Owner is not required to fence, however, if Owner chooses to fence, each Lot having frontage on the Main Roads shall be fenced and constructed as specified hereafter ("the Main Road Fence"). The specifications for the Main Road Fence are as follows:



Any other privacy walls, fences, or hedges that obstruct views of the Lots from the Main Roads shall be approved by the ACC prior to commencing construction. Any privacy walls, fences, or hedges erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot, and it shall be the Owner's responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly prohibited and forbidden, and no variance for same will be granted.

2.14 Lot Maintenance. The Owner or occupants shall at all times keep all weeds and grass thereon cut in a sanitary healthful, attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot as long as such service is not provided and required by a municipality. The Association may, at its option, require each Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III hereof.

In the event of default on the part of the Owner or occupant in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability, in trespass or otherwise, to Owner or occupant, but without being under any duty to so do, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, occupant or both for the cost of such work. The Owner and occupant, agree by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Owner shall maintain the main road right-of-way running along the roads from corner point to corner point of Owner's property and from the property line to the edge of the road pavement. Maintaining includes, but is not limited to, cutting of the drainage ditches and keeping the easement area clean and free of debris and trash in accordance with Association guidelines. See also 2.07(c)

2.15 Trash containers, dumpsters or any object holding or storing trash. Trash containers, dumpsters or any object holding or storing trash must be out of sight of the all public or private roads surrounding or going through the Property. Storing or placing trash containers, dumpsters, or any object holding or storing trash at or near a driveway near the road, or the road frontage of property is strictly prohibited.

Moveable Trash containers may be put at the entrance near the road the night before or the morning of a scheduled trash pickup day by a hired garbage company and hauler. The moveable containers shall be removed from the road area the same day of the trash pickup.

2.16 Mail boxes, newspaper holders. The placement of mail boxes, newspaper holders or any other containers or apparatus to receive deliveries or for pick up of items must be within 20 feet (on either side) of the driveway. Additionally, mail boxes, newspaper holders shall be installed or mounted on the same pole or supporting device. Any and all containers or apparatus to receive deliveries or used to hold materials or items for pick up, must be approved by the ACC.

2.17 Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, metal or slate acceptable to and approved by the ACC. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request.

2.18 Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Television antennae may be attached to the residence provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than fifty feet (50') from ground level and must have ACC approval as to the placement of the antennae on the lot. No portion of any Lot shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Declarant reserves the right to construct a centralized antenna at a height to provide wireless internet service to each lot.

2.19 Re-subdivision Subdividing of lots is strictly prohibited. An Owner who owns two or more contiguous Lots may combine said Lots to form one Lot through re-platting. The original Lot lines which are being removed or fall within this combined Lot shall be released of building setbacks providing there are no existing utilities along these lines at the time of re-platting. All subdividing and re-platting must be approved by the ACC and platted to the rules, laws and regulations of Blanco County and the State of Texas. See also 2.06 which applies to combining Lots.

2.20 Septic Systems Prior to occupancy of a home or any livable building, each Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Blanco County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

2.21 Water System Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Blanco County, Texas.

2.22 Hydrology An Owner must request in written form and seek and obtain written approval from the ACC prior to any and all construction of any lake, ponds or other water bodies. No activity may be conducted that pollutes or contributes to the pollution of land or water, above ground or underground.

2.23 Destruction of Plants, Disturbance of Natural Habitat Owners shall have the right to cut and remove diseased trees, shrubs and plants to cut firebreaks. Owners shall also have the right to cut and remove trees, shrubs, or plants: a) to accommodate habitat management activities, including removal of Ashe juniper (cedar) or prescribed burning to reduce brush, b) and to maintain allowed existing improvements and as necessary in the construction of improvements on the Property. Trees 8" in diameter or more, however, must have written ACC approval prior to cutting or removal.

2.24 Billboards No signs or billboards shall be placed on the Property, except those: (a) whose placement, number, and design do not significantly diminish the scenic character of the Property, (b) which state the names and address of the Property and the names of persons living on the Property, (c) advertise the Property for sale or rent, or (d) which post the Property to control unauthorized entry or use. Permitted signs as described in this subparagraph shall be no larger than two (2) feet by three (3) feet, unless otherwise approved by the ACC, which approval shall not be unreasonably withheld.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

3.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Property hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements, (3) other assessments for mowing lots or removing trash. Such assessments shall be established and collected as hereinafter provided. The annual, monthly, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness. Declarant and its general partner shall be exempt from all assessments.

3.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners within the Property and for the improvements and maintenance of the Common Area.

3.03 First Assessment Payment, Maximum Annual Assessment and Vote Counting. Assessments will commence on January 1, 2007. The maximum annual assessment (not including assessments for water and trash, service and other special assessments) shall be the sum of two hundred fifty (\$250.00) dollars per each Lot. From and after January 1, 2008, the maximum annual assessment may be increased fifteen percent (15%) of the maximum assessment for the previous year by an affirmative vote of fifty percent (50%) of the votes of the Owners, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. Declarant may exclude any Lot that is sold to an adjoining landowner for agricultural use only from maintenance assessments for so long as such Lot is used for agricultural use only but not otherwise. For all purposes in this Declaration, each Owner is entitled to one vote per each Lot owned. Each Owner is entitled to one vote per Combined Building Site.

3.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

3.05 Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3.03 and 3.04 shall be mailed (by U.S. first class mail) to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the

Owners shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

3.06 Rate of Assessment. All Lots in the Subdivision shall commence to bear their applicable maintenance fund assessment on January 1, 2007, provided however, Lots in the Subdivision that are owned by Declarant are exempt from assessment. Lots that are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3.03 and 3.07 hereof. Lots in the Subdivision that are not occupied by a resident and which are owned by a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. A Combined Building Site is considered to be occupied if any part of it is occupied by a resident. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of the occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership. The rate of assessment for water and trash service shall be set by the Declarant or the Board of Directors of the Association, whichever is in charge of such at the time.

3.07 Date of Commencement of Assessments: Due Dates. The annual and monthly assessments provided for herein shall commence January 1, 2007. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The Board of Directors shall establish the payment dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

3.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, and foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

3.09 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

- d. No hunting, trapping, capturing, (except fishing) caging, interference with or killing of any animals in the Common Area is allowed for any reason.
- e. No gasoline, diesel, internal combustion motors of any type on any boat or watercraft shall ever be allowed in any of the ponds or lakes. Electric motors are allowed. No boats or watercraft with a length longer than 20 feet are allowed on the lake or ponds. Fishing is allowed.
- f. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to the Common Area for any reason in connection with the use or maintenance, of the Common Area maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.
- g. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed on the Common Area.
- h. The Association has the right to adopt rules and regulations concerning the use of unlicensed motorcycles, go-carts, four wheeler, ATVs and similar motorized all terrain vehicles and may at its discretion eliminate use if such operation creates a safety hazard, excessive noise or annoyance to Owners/tracts of land.

5.04 Common Area Fees. The Association shall have the right to charge reasonable fees for the use of the Common Area in order to preserve and maintain the natural habitat, terrain, landscaping, wildlife, ponds, lakes, creeks.

5.05 Transfer of Common Area. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association so long as the purpose of the Common Area described in 5.01 and 5.02 is maintained and preserved. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners agreeing to such dedication or transfer has been recorded in the Deed Records of Blanco County, Texas.

5.06 Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area to the members of their family, invitees, and guests who reside on the property.

5.07 Land Adjacent to the Common Area. For all property adjacent to the Common Area, all landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping design shall:

- a. Wherever possible, save and incorporate into the Drawings and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by trees' drip line.

- b. Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development

5.08 Annexation. Declarant may annex additional Common Area to the Property without approval or consent of the Owners.

SIGNED *Terry S. Ward*, 2006.

DECLARANT:

RANCHES AT BRUSHY TOP PARTNERS, L.P.

By: Country Communities, Inc., General Partner

By: *Terry S. Ward* 4-25-2006  
Terry S. Ward, President

THE ASSOCIATION:

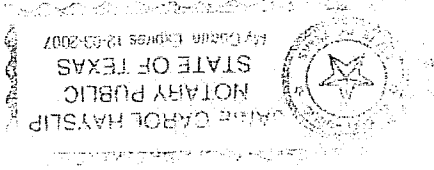
RANCHES OF BRUSHY TOP LANDOWNERS ASSOCIATION, INC.

By: *Terry S. Ward* 4-25-2006  
Terry S. Ward, President

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on *April 25*, 2006, by Terry S. Ward, President of Country Communities, Inc. General Partner of Ranches at Brushy Top Partners, LP, a Delaware Limited Partnership.

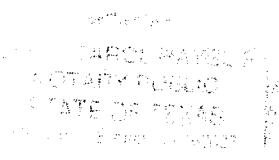


*Jane Carol Hayeslip*  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

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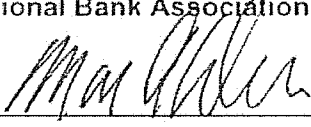
This instrument was acknowledged before me on *April 25*, 2006, by Terry S. Ward, President of RANCHES OF BRUSHY TOP LANDOWNERS ASSOCIATION, INC.



*Jane Carol Hayeslip*  
Notary Public, State of Texas

LIENHOLDERS:

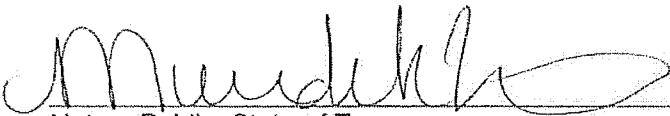
Amegy National Bank Association

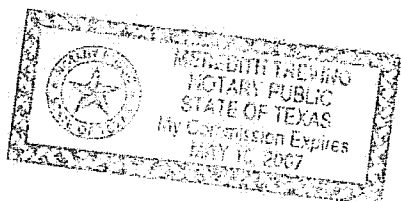
By:   
Name: Marc Dunmire  
Title: Senior Vice President

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§

This instrument was acknowledged before me on April 25 2006, by Marc Dunmire SVP of Amegy National Bank Association.

  
Notary Public, State of Texas

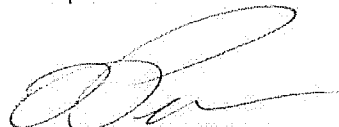


LIENHOLDERS:

E2M Value Added Fund, LP,  
a Delaware Limited Partnership

By: E2M General Partner, LP,  
a Delaware limited partnership,  
its general partner

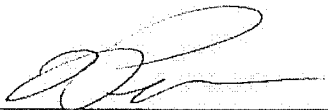
By: E2M Partners, LLC,  
a Delaware limited liability company,  
its general partner

By:   
Name: Terry Pendleton  
Title: Vice President

E2M Value Added Fund (Tax Exempt), LP,  
a Delaware Limited Partnership

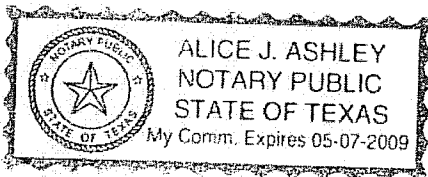
By: E2M General Partner, LP,  
a Delaware limited partnership,  
its general partner

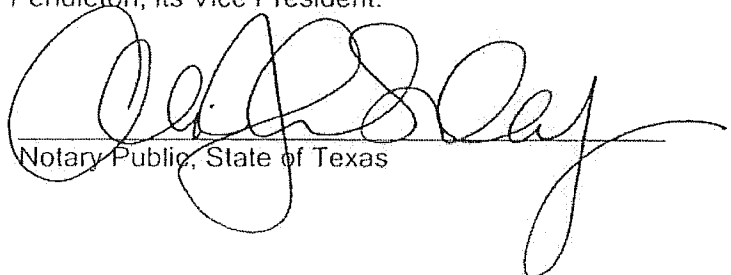
By: E2M Partners, LLC,  
a Delaware limited liability company,  
its general partner

By:   
Name: Terry Pendleton  
Title: Vice President

THE STATE OF TEXAS                   §  
COUNTY OF DALLAS                   §

This instrument was acknowledged before me on April 27, 2006, by E2M Value Added Fund, LP, a Delaware Limited Partnership, by E2M General Partner, its general partner, by E2M Partners, LLC, its general partner, by Terry Pendleton, its Vice President.

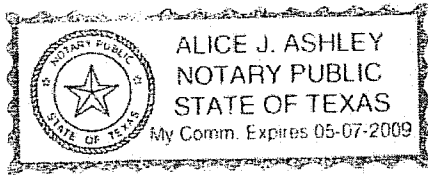


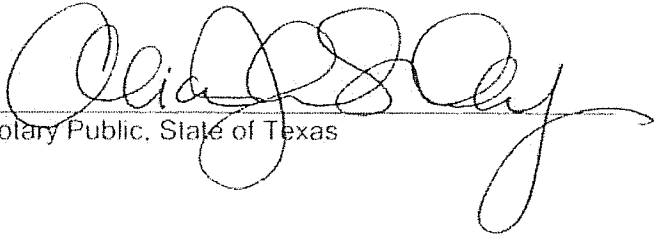
  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

This instrument was acknowledged before me on April 27, 2006, by E2M Value Added Fund, (Tax Exempt) LP, a Delaware Limited Partnership, by E2M General Partner, its general partner, by E2M Partners, LLC, its general partner, by Terry Pendleton, its Vice President.



  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF BLANCO:

Field notes to accompany a Category 1A, Condition IV Land Title Survey Plat of a 2018.44 acre (called 2018.51 acres) portion of 2530.93 acres conveyed to DBL Eagle Ranch, Ltd. recorded in Volume 243, Page 31 of the Blanco County Deed Records and consisting of 134.50 acres out of the J.W. Kellam Survey No. 122, Abstract No. 1424, 60.13 acres out of the T. Mathews Survey No. 4, Abstract No. 397, 2.79 acres being a possible vacancy, 366.51 acres out of the H.E. & W.T. R.R. Co. Survey No. 121, Abstract No. 821, 0.26 acres out of the M.K. & T.E. R.R. Co. Survey No. 337, Abstract No. 1063, 34.38 acres out of the L.R. Moore Survey No. 3, Abstract No. 826, 158.57 acres out of the D. Ackroy Survey No. 6, Abstract No. 22, 65.37 acres out of the 4 Paw Glasscock Survey No. 60, Abstract No. 1574, 156.33 acres out of the J.A. Pierce Survey No. 8, Abstract No. 497, 4.86 acres out of the J.T. Conn Survey No. 1, Abstract No. 128, 179.62 acres out of the W.T. R.R. Co. Survey No. 137, Abstract No. 842, 319.97 acres out of the H.E. & W.T. R.R. Co Survey No. 99, Abstract No. 816, 80.02 acres out of the W. I. Jackson Survey No. 322A, Abstract No. 1504, 135.17 acres out of the M.W. Wilson Survey No. 322C, Abstract No. 1581, 52.90 acres out of the W.I. Jackson Survey No. 100, Abstract No. 1535, 151.77 acres out of the W.I. Jackson Survey No 100 south 1/2, Abstract No. 1505, 85.27 acres out of the W.W. McDonald Survey No.50, Abstract No. 1203, 11.10 acres out of the L.W. Lankford Survey No. 408, Abstract No. 1061, 0.06 acres out of the C.W. Robinson Survey No. 122 1/2, Abstract No. 1579 and 18.86 acres out of the W.W. Wilson Survey No. 322D, Abstract No.1581 Blanco County, Texas. The Basis of Bearing is the Texas Lambert Grid Central Zone, NAD 83 based on N.G.S. marker. BN0636 "JOHN" and the Austin RRP ( ) denotes record information.

Beginning at the Southeast corner of said 2018.44 acres portion of 2530.93 acres and the Northeast corner of a portion of Tract I-B-1, 100 acres conveyed to 183 Commercial Site, Ltd. and Dallas Mini #58, Ltd. recorded in Volume 245, Page 951 of the Official Public Records of Blanco County, Texas and also being in the west right of way line of U.S. Highway 281 recorded in Volume 67, Page 347 and 354 of the Blanco County Deed Records.

Thence along the South line of said 2018.44 acre portion of 2530.93 acres and the North line of said Tract I-B N74°00'25"W, 10521.39' (10520.39') to a fence post for an angle point being the Southwest corner hereof;

Thence along the West line of said 2018.44 acre portion of 2530.93 acres and the East line 3742.26 acres conveyed to PHB Immobilien GmbH recorded in Volume 143, Page 861 of the Blanco County Deed Records the following 7 calls to a fence post for an angle point are as follows:

Thence N18°20'28"E, 1063.83', (1063.73')

Thence N18°23'46"E, 2214.07', (2213.85')

Thence N13°52'42"E, 1321.62', (1321.49')

Thence N13°51'10"E, 897.72', (897.63')

Thence N13°02'58"E, 402.08', (402.04')

Thence N13°04'19"E, 1219.95' (1219.84')

Thence N13°02'57"E, 846.73' (846.65') for the Northwest corner hereof;

Thence along the North line of said 2018.44 acre portion of 2530.93 acres and the South line of a 512.42 acre portion of 2530.93 acres conveyed to DBL Eagle Ranch, Ltd. recorded in Volume 243, Page 31 of the Official Public Records of Blanco County, Texas S69°11'42"E, 7952.00' (7951.25') 40D nail for an angle point hereof in the south line of 86,094 acres conveyed to Baker Surveying, Inc. recorded in Volume 108, Page 666 of the Official Public Records of Blanco County Texas;



EXHIBIT "A"

Thence along the North line of said 2018.44 acre portion of 2530.93 acres and the South line of 86.094 acres conveyed to Baker Surveying Inc. recorded in Volume 108, Page 666 of the Official Public Records of Blanco County, Texas S76°05'01"E, 631.89' (631.83') to a 2" pipe post for an angle point hereof;

Thence along the North line of said 2018.44 acre portion of 2530.93 acres and the South line of a portion of 201.05 acres conveyed to Kenneth L. and Arline D. Cathey Volume 70, Page 266 of the Blanco County Deed Records S75°51'58"E, 1298.47' (1298.34') to a 2" pipe post for an angle point hereof;

Thence along the North line 2018.44 acre portion of 2530.93 acres and the South line of 53.025 acres conveyed to C. Thomas and Louise C. Kock recorded in Volume 78, Page 946 of the Official Public Records of Blanco County, Texas S75°43'31"E, 2652.04' (2651.79') to an "X" on a stone column for the Northeast corner in the West right of way of said U.S. Highway 281.

Thence along the East line of said 2018.44 acre portion of 2530.93 acres and the West right of way line of said U.S. Highway 281 the next 11 calls to concrete highway monuments are as follows:

Thence S13°24'30"W, 1037.08' (1036.99');

Thence in a curve to the right with a radius of 3760.19' (3759.83'), an arc length of 951.76' (951.67'), a delta angle of 14°30'09", and a chord bearing and distance of S20°37'09"W, 949.22' (949.13');

Thence S35°11'15"W, 197.26' (197.24');

Thence in a curve to the right with a radius of 3740.19' (3739.83'), an arc length of 265.14' (265.12'), a delta angle of 04°03'42", and a chord bearing and distance of S32°53'59"W, 265.09' (265.06');

Thence S34°55'33"W, 329.47' (329.44');

Thence S40°39'13"W, 201.22' (201.20');

Thence S34°48'53"W, 399.85' (399.81');

Thence S32°08'18"W, 200.22' (200.20');

Thence S34°52'33"W, 999.23' (999.14');

Thence in a curve to the right with a radius of 1005.47' (1005.37'), an arc length of 140.98' (140.97'), a delta angle of 08°02'01", and a chord bearing and distance of S39°19'28"W, 140.87' (140.85');

Thence S34°53'46"W passing a concrete highway monument at 157.89' and passing a concrete highway monument at 1658.04' and at 3037.56' in all to the Place of Beginning.

THEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 1A CONDITION IV SURVEY.

THIS SURVEY WAS MADE FOR THE BENEFIT OF TERRY S. WARD / s /

DATE 5/9/06

DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877  
JOB NO. - 11920 FIELD BOOK NO. - 2006-2 OFFICE - D WILLIS FIELD - J FRAILEY

Filed this 9<sup>th</sup> day of May 2006  
10:05 A.M.

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Karen Newman <sup>clerk</sup> ~~Secretary~~

Any provisions herein which restricts the sale, rental or use of the described property because of color of race is illegal and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

MAY 16 2006



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

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