

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

FREDRICKSON RANCH ON LAKE GEORGETOWN SUBDIVISION

WILLIAMSON COUNTY, TEXAS

THIS Master Declaration of Covenants, Conditions and Restrictions for Fredrickson Ranch on Lake Georgetown (the "Declaration") is executed by Fredrickson Ranch on Lake Georgetown LLC, a Texas Limited Liability Company ("Declarant").

BACKGROUND:

A. On the date hereof Declarant is the owner of certain real property located in Williamson County, Texas comprising approximately 48.214 acres and described on Exhibit A attached hereto (the "Fredrickson Ranch on Lake Georgetown Property").

B. Declarant intends that the Fredrickson Ranch on Lake Georgetown Property will be developed as a large-tract ranch community with nine multi-acre Tracts.

C. Declarant desires to ensure the preservation of the values of the Fredrickson Ranch on Lake Georgetown Property and to provide for the maintenance of the Road Easement and the Common Facilities (as such terms are hereinafter defined), and to this end desires to further subject the Fredrickson Ranch on Lake Georgetown Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Fredrickson Ranch on Lake Georgetown Property and each of the owners thereof.

D. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Road Easement and the Common Facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by this Declaration.

E. Declarant covenants that Fredrickson Ranch on Lake Georgetown Property Owners Association, Inc. will be incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions of the Property Owners Association provided herein as to the Property and Declarant desires to conform the restrictions on the use of the herein described real property as necessary for the purpose of subjecting said property and the owners thereof to the jurisdiction of the Property Owners Association. Declarant further intends that the Property Owners Association shall (i) preserve, operate and maintain the Road Easement and any Common Area properties, (ii) administer and enforce these covenants, conditions and restrictions, (iii) levy, collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iv) perform such other acts as shall generally benefit the Fredrickson Ranch on Lake Georgetown Property and the Owners thereof.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Fredrickson Ranch on Lake Georgetown Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Fredrickson Ranch on Lake Georgetown Property, shall be binding on all parties having or acquiring any right, title or interest in the Fredrickson Ranch on Lake Georgetown Property or any part thereof, and shall inure to the benefit of each Owner of all or any part of the Fredrickson Ranch on Lake Georgetown Property.

ARTICLE I. ADMINISTRATIVE PROVISIONS

Section 1.1 Definitions. The following words and terms when used in this Declaration shall have the following meanings:

“Annual Assessment” shall mean and refer to a charge against each Owner and his Tract made by the Property Owners Association in accordance with and for the purposes set forth in Section 2.4.

“Committee” shall mean and refer to the Architectural Control Committee for the Property as provided in Section 5.6 hereof.

“Assessments” shall mean and refer to the Annual Assessment, Special Assessment, and Individual Assessment, either singularly or collectively.

“Association” shall mean and refer to the Fredrickson Ranch on Lake Georgetown Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

“Board of Directors” or “Board” shall mean and refer to the governing body of the Property Owners Association, the election and procedures of which shall be as set forth in the Certificate of Formation and Bylaws of the Property Owners Association.

“Bylaws” shall mean and refer to the Bylaws of the Property Owners Association as they may, from time to time, be adopted and amended.

“Certificate of Formation” shall mean and refer to the Certificate of Formation of the Property Owners Association.

“Common Area” shall mean and refer to (i) the Road Easement and (ii) any other real property acquired by or leased to the Property Owners Association if such other real property is designated as “Common Area” in the instrument transferring same.

“Common Facilities” shall mean and refer to the Road Easement and all property leased, owned, or maintained by the Property Owners Association for the use and benefit of the Members of the Property Owners Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: entry monuments, gates, signs and other similar or appurtenant improvements.

“Common Improvements” means any improvements initially made by Declarant within any Common Area, including to the Road Easement, together with such other improvements as may be made hereafter by the Property Owners Association.

“Common Expenses of the Property Owners Association” shall mean the reasonable costs of maintenance, repairs and replacement of the roadway and associated right-of-way comprising the Road Easement and any other Common Facilities and reasonable costs for operation of the Property Owners Association.

“Declarant” shall mean and refer to Fredrickson Ranch on Lake Georgetown LLC, a Texas limited liability company, and its successors and assigns as Declarant. No Person purchasing one or more Tracts in the ordinary course of business shall be considered as Declarant without a specific written assignment of Declarant rights.

“Declaration” shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Fredrickson Ranch on Lake Georgetown Subdivision and include the same as it may, from time to time, be amended, supplemented in accordance with the terms hereof.

“Development Period” means the period commencing on the date the Declaration was first recorded in the Official Public Records of Williamson County, Texas and continuing until the earlier to occur of: (i) December 31, 2034, (ii) the date on which Declarant and or Bobby Fredrickson no longer owns any portion of the Fredrickson Ranch on Lake Georgetown Property, or (iii) the date on which Declarant files a notice of the termination of the Development Period in the Official Property Records of Williamson County, Texas. During the Development Period, Declarant reserves the right to (a) facilitate the development, construction, and marketing of the Property, (b) direct the size, shape, and composition of the Fredrickson Ranch on Lake Georgetown Subdivision, and (c) exercise the rights and privileges of the Declarant pursuant to this Declaration.

“Governmental Authority” shall mean and refer to the Federal government of the United States of America, the State of Texas, including the Texas Commission on Environmental Quality, Williamson County, the Lower Colorado River Authority and any other governmental body, subdivision, agency, authority or property owners’ association now or hereafter in existence that has jurisdiction over the Fredrickson Ranch on Lake Georgetown Property or any use or activity with respect to the Property.

“Member” shall mean and refer to all those Owners who are members of the Property Owners Association as provided in Article II, Section 2.2.1, hereof.

“Notice” shall mean and refer to delivery of any document by regular mail, with postage prepaid, to the last known address (according to the records of the Property Owners Association) of

the Person to whom such Notice is to be given. Notice may also be given by an email delivered to a Member at an email address provided to the Property Owners Association by the Owner. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all Owners. Notice shall be effective upon depositing such document in a depository maintained by the United States Postal Service for such purposes or by delivery to an email address designated by an Owner as provided herein.

“Owner” shall mean and refer to every Person who is a record owner of a fee or undivided fee interest in any Tract, including Declarant. If a Tract is owned in undivided interests by more than one Person, each owner shall be an Owner for purposes of this Declaration. A Person that owns only a lien or other similar interest in a Tract as security for performance of an obligation is not an Owner with respect to that Tract.

“Permittees” means, collectively, all Owners and their respective tenants, subtenants, licensees, contractors, visitors and invitees of such Owners, and “Permittee” means any of the Permittees.

“Person” means any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

“Plat” shall mean and refer to any final subdivision plat filed of record in the Plat Records of Williamson County, Texas, if any.

“Property” shall mean the Fredrickson Ranch on Lake Georgetown Property as described herein.

“Public Rights-of-Way” shall mean all dedicated public rights-of-way and public areas in or adjacent to the Property that applicable Governmental Authorities have not accepted for maintenance or are not maintaining properly.

“Restrictions” means that certain Declaration of Restrictive Covenants dated as of or about even date herewith, made by Declarant and filed of record against the Property in the Official Public Records of Williamson County, Texas.

“Road Association” shall mean and refer to Fredrickson Ranch on Lake Georgetown Property Owners Association, Inc., its successors and assigns to have the powers and responsibilities provided herein.

“Road Easement” shall mean and refer to that fifty foot (20’) wide roadway easement described on Exhibit A attached hereto, which shall serve as a private road within and serving the Tracts, is for the benefit of the Property and all Permittees and shall be maintained as provided herein by the Property Owners Association.

“Rules and Regulations” shall mean and refer to the rules and regulations of the Property Owners Association as set forth in Section 2.5 of this Declaration, as same may, from time to time, be adopted, amended, modified, supplemented and revoked.

“Special Assessment” shall mean and refer to a charge against each Owner and such Owner’s Tract made in accordance with and for the purposes set forth in Article II, Section 2.4.4.

“Tract” shall mean and refer to (a) each tract of land out of the Fredrickson Ranch on Lake Georgetown Property that is (i) conveyed by Declarant to a third party pursuant to a deed recorded in the Official Public Records of Williamson County, Texas, and/or (ii) created by subdivision (pursuant to a Plat or a deed recorded in the Official Public Records of Williamson County, Texas) as permitted by the Restrictions. Some portions of the Common Facilities may be conveyed as a “Tract” or platted as a “Tract” on a Plat; however, any such Tract shall not be deemed a “Tract” for the purpose of Association membership, voting rights, or assessments under this Declaration.

Section 1.2 Master Declaration. From and after the recording of this Declaration in the Official Public Records of Williamson County, Texas, the Fredrickson Ranch on Lake Georgetown Property shall be subject to this Declaration.

Section 1.3 Easements.

1.3.1 Appurtenant Easements. Declarant grants to all Owners (and their employees, guests, lessees and invitees) as an appurtenance to and as part of the interest held by such Owner, but subject to this Declaration, the Certificate of Formation, the Bylaws and the Rules and Regulations, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Area, if any; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of Declarant.

1.3.2 Declarant Easements. Declarant hereby reserves to itself and to such other Person as Declarant may, from time to time, designate in writing, including the Road Association, a perpetual easement, privilege and right in and to, over, under on and across the Property, for ingress, and egress as required by its employees, agents, independent contractors, invitees and designees for maintenance of the Road Easement; provided, however, that the exercise by such rights of the easement granted by this paragraph will not interfere with the reasonable use and enjoyment of the Property by the Owners.

1.3.3 Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and Governmental Authorities, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Property for the purpose of performing their authorized services and investigation.

1.3.4 Damages. Neither Declarant nor the Property Owners Association nor any officer or Member thereof nor any utility company shall be liable for any damages done by them or their assigns, their agents, employees or servants, using any easements, whether now or hereafter in existence (located on, in, under or through the Property), resulting from the performance of their respective duties and responsibilities as provided herein to property or Improvements on the land covered by said easements.

Section 1.4 Common Facilities and Common Area.

1.4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 1.3, every Member shall have a common right and easement of enjoyment in and to the Common Facilities, if any, when completed, and such right and easement shall be appurtenant to and shall pass with the title to every Tract.

1.4.2 Title to Common Facilities. Declarant may retain legal title to the Common Facilities and/or any Common Area until such time as, in the opinion of Declarant, the Property Owners Association is able to maintain same.

1.4.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The rights and easements existing or hereafter created in favor of others as provided for in a Plat and/or in Section 1.3 hereof.

B. The rights of the Property Owners Association, once it has obtained legal title to the Common Facilities and Common Area, to do the following.

(1) to assess and collect the Assessments provided for herein for the maintenance of the Common Facilities and Common Area; and

(2) to dedicate or transfer all or part of the Common Facilities and/or Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

ARTICLE II. PROPERTY OWNERS' ASSOCIATION

Section 2.1 Incorporation. Declarant shall charter a non-profit corporation under the Texas Business Organizations Code to be known as Fredrickson Ranch on Lake Georgetown Property Owners Association, Inc., or by such other name as may be designated at the time of its incorporation, which incorporation may be subsequent to the conveyance of any Tract, for the purposes of assuring compliance with the terms of this Declaration. The Property Owners Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration, and subject to the provisions set forth herein, shall have the membership characteristics, powers, duties, and functions as set forth herein.

Section 2.2 Membership and Voting Rights.

2.2.1 Membership. Each Owner of each Tract within the Fredrickson Ranch on Lake Georgetown Property shall be a Member of the Property Owners Association.

2.2.2 Allocation of Voting Rights. The Owner of each Tract shall have one (1) vote per Tract owned on all matters for which voting by the members is required. When more than one Person holds such interest or interests in any Tract, all such Persons shall be Members, and the vote for such Tract shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Tract. If multiple Persons shall be an Owner and they cannot agree among themselves on a particular vote, then no vote shall be cast for that Tract. The Property Owners Association shall not be required to inquire on the authority of a Person acting on behalf of multiple Owners of a Tract if such Person owns an interest in such Tract. Notwithstanding the foregoing, Declarant shall have four (4) votes for each Tract owned by Declarant. Said voting right shall cease upon the earliest occurrence of any of the following: (i) Declarant no longer owns a Tract, (ii) the written consent of the Declarant filed in the Official Public Records of Williamson County, Texas, or (iii) December 31, 2034. Upon the occurrence of any of the foregoing, the Owner of each Tract shall have one (1) vote per Tract owned as provided herein.

2.2.3 Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Property Owners Association but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in the Property. **Membership in the Property Owners Association shall be mandatory and shall continue so long as this Declaration is in effect.**

Section 2.3 Board of Directors. The initial Board shall be comprised of three (3) members as provided in the Property Owners Association's Certificate of Formation. If a Tract is further subdivided as permitted by the Restrictions, then each of the subdivided Tracts shall have the right to a seat on the Board of Directors. The number of members of the Board may be amended in accordance with the provisions of the Bylaws.

Section 2.4 Assessments.

2.4.1 Creation of the Lien and Personal Obligation for Initial Regular, Special and Individual Assessments. Except as may be otherwise provided herein, Declarant, for each Tract owned by it within the Property, hereby covenants, and each Owner shall be deemed to covenant and agree to pay to the Property Owners Association: 1) Initial Assessment Fee as provided herein, 2) Annual Assessments for the purposes provided herein and charges for the Common Facilities; 3) Special Assessments for capital improvements to the Road Easement and/or other Common Facilities including, if necessary for unanticipated expenditures, the Boat Docks; and 4) Individual Assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Each Owner (other than Declarant) who acquires title to a Tract intending to use or market the Residence constructed, or to be constructed, thereon as a home shall, on the date the Tract is conveyed to such Owner, pay to the Association an Initial Assessment in the amount of \$1,000.00. The Initial Assessment, Annual Assessment, Special Assessment and Individual Assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each Person who was an Owner of such Tract at the time when the obligation became due.

2.4.2 Purpose of Assessments. The Assessments levied by the Property Owners Association shall be used for the purpose of enforcing the Declaration and other governing documents, and in particular, for the improvement, replacement, maintenance and operation of the Roadway Easement and other Common Facilities and related services and facilities devoted to this purpose and related to the use and enjoyment of the Roadway Easement and Common Facilities by the Members. The Board of Directors may set aside part of the Annual Assessments as a reserve for the replacement or maintenance of the Roadway Easement and other Common Facilities.

2.4.3 Basis of Annual Assessments. The Annual Assessment for each Tract shall be \$1,000.00 per year until otherwise determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Property Owners Association during the year for which the Annual Assessment is being made.

2.4.4 Special Assessments for Capital Improvements. The Property Owners Association's Board of Directors by majority vote may levy, in any calendar year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on or which is a part of the Road easement and/or any other Common Facilities.

2.4.5 Change in Annual Assessments. The Annual Assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above the Annual Assessment for the previous year without a vote of the membership.

2.4.6 Date of Commencement of Annual Assessments. Annual Assessments provided for herein shall commence on the date established by Declarant or, after delegation to the Property Owners Association, by the Property Owners Association. The amount of the Annual Assessment which may be levied for the balance remaining in the first year of assessment shall prorated for the remaining number of months in that year. Annual Assessments for each calendar year thereafter shall become due and payable and shall be collected as the Board of Directors of the Property Owners Association shall determine.

2.4.7 Individual Assessment. Upon an affirmative vote of a majority of the members of the Board of Directors of the Property Owners Association, the Property Owners Association may levy Individual Assessments against any Owner for reimbursement for maintenance or repairs, for other than ordinary wear and tear, occasioned by the willful or negligent acts of such individual Owner or such Owner's family, pets, tenants or other occupants of such Owner's Tract resulting in the need for maintenance or repair of the Road Easement or Common Facilities.

2.4.8 Duties of the Board of Directors. Prior to the beginning of each fiscal year for the Property Owners Association, the Board shall estimate the expenses to be incurred by the Property Owners Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. If in any year the Board fails to set an Annual Assessment for such year, the Annual Assessment shall be deemed to be the same as the Annual Assessment for the preceding year. Assessments sufficient to pay such estimated net expenses shall then be levied by the Property Owners Association as herein provided, and the amount of such

Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Property Owners Association at the beginning of the fiscal year for the Property Owners Association for which such Assessments are payable, or during such fiscal year in equal quarterly installments on or before the first day of each quarter, or in such other manner as the Board may designate in its sole and absolute discretion. Written notice of the Assessment shall thereupon be sent to every Member subject thereto. The Property Owners Association shall upon demand at any time furnish to any Member liable for said Assessment a certificate that shall be conclusive evidence of payment of any Assessment therein stated to have been paid conditioned on the payment by Owner of a reasonable fee to the Property Owners Association.

2.4.9 Effect of Non-Payment of Assessments; The Lien; Remedies of the Property Owners Association. If the Assessments are not paid on the date when due (being the dates specified in Section 2.4.6 hereof) then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the Tract which shall bind such Tract in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate of interest permitted by law, and the Property Owners Association may bring an action at law against the Owner to pay the same, and there shall be added to the amount of such Assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees (as limited by the Texas Property Code) and costs of suit. Notice of the lien referred to in this Section may be given by the recordation in the office of the county clerk of Williamson County, Texas, of an affidavit, duly executed, acknowledged by an officer of the Property Owners Association, setting forth the amount owed, the name of the Owner or Owners of the affected Tract, according to the books and records of the Property Owners Association, and a legal description of such Tract. Any liens created by this Declaration shall be superior to all other liens and charges against any Tract covered hereby, save and except ad valorem tax liens and all sums secured by an enforceable purchase-money mortgage or enforceable home-improvement mortgage.

2.4.11 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Tracts subject to assessment, provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Tract pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Tract from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

2.4.12 Exempt Property. The charges and liens created herein shall apply only to the Tracts, and the remainder of the Property shall not be subject thereto.

Section 2.5 Functions of the Property Owners Association.

2.5.1 Functions. The Property Owners Association shall have all of the powers of a Texas non-profit corporation, as such powers may exist from time to time, subject only to such limitations upon the exercise of such powers as may be expressly set forth in this Declaration, and the

Certificate of Formation and Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration, Certificate of Formation or Bylaws. Without in any way limiting the generality of the two (2) preceding sentences, the Property Owners Association and the Board acting on behalf of the Property Owners Association, shall have the power and authority to perform the following functions:

A. The Property Owners Association shall provide maintenance for the Common Facilities. The Property Owners Association shall have the power, but not the obligation, to provide maintenance for any property located within the Property with respect to which the Property Owners Association has accepted an easement. The Property Owners Association shall also have the power, but not the obligation, to supplement the services provided by any Governmental Authorities or to provide special maintenance or services for particular areas in the Property that it deems desirable. The Property Owners Association reserves a perpetual right of access on and across all or any part of the Property in order to provide any maintenance or services required or authorized to be performed or undertaken by the Property Owners Association.

B. (1) The Property Owners Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Property Owners Association in this Declaration, Certificate of Formation, Bylaws or Rules and Regulations.

(2) Fines. The Board shall have the right to assess fines, damage assessments, enforcement costs (including attorneys' fees) for costs of enforcement, and other charges as may be allowed by law or further described in the governing documents against an Owner for violations of this Declaration, the Bylaws, any rules of the Association or any other governing documents. Fines may increase for each day such Owner allows the violation to continue. The Board may waive all or part of any fine if there are hardships or unusual circumstances in the Board's discretion. Attorney's fees incurred by the Association in enforcing this Declaration, the Bylaws, any rules of the Association or any other governing documents may be assessed to the violating Owner's account. Any fines or other charges, including attorney's fees, assessed against an Owner shall be secured by a lien upon the Owner's Lot as provided in and in accordance with Section 2.49 hereof.

It is the Owner's responsibility to notify the Association, in writing, when the Owner believes a violation has been cured to allow the Association to reevaluate the violation and consider ceasing the accrual of any additional fines. Fines may continue to be assessed until the Association receives notice from the Owner.

C. The Property Owners Association shall conduct the business of the Property Owners Association, including, but not limited to, administrative services such as legal, accounting, financial and communication services. The Property Owners Association shall have the right to retain professionals necessary or proper in the operation of the Property Owners Association.

D. The Property Owners Association shall have the power, but not the obligation, to purchase and maintain in effect general liability, flood and hazard insurance covering Improvements and activities on the Common Facilities and such other insurance and in such amounts as the Board deems necessary. The Property Owners Association shall cause all officers or employees having fiscal responsibility to be bonded in such amounts as the Board deems necessary.

E. The Property Owners Association shall have the right to adopt, publish and enforce the Rules and Regulations in furtherance of its responsibilities hereunder, including such traffic control (e.g. speed limit, "curve ahead") regulations and signage as the Board may consider appropriate for the use of the Roadway Easement and other .

F. The Property Owners Association may construct improvements to the Common Facilities as may be approved by the Board of Directors.

G. The Property Owners Association may carry out any of the functions and services specified in this Article II to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary and appropriate, from Special Assessments or Individual Assessments. The functions and services allowed in Section 2.5.1 of this Article II to be carried out or offered by the Property Owners Association at any particular time shall be determined by the Board taking into consideration proceeds of Assessments and the needs of the Property Owners Association. The functions and services that the Property Owners Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Property Owners Association may additionally carry out all other powers and duties set forth in the Certificate of Formation, Bylaws and Rules and Regulations.

H. The right of the Property Owners Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Facilities including, without limitation, the authority to assess reasonable fines against Owners violating such rules and regulations.

2.5.2 Conveyance to Association. The Property Owners Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Facilities. A majority of the Board shall determine whether the Property Owners Association shall accept any other conveyances.

2.5.3 Conveyance by Association. Subject to the provisions of this Article II, the Property Owners Association shall be empowered to delegate or convey any of its functions or properties to any Governmental Authorities or public utility for public purposes consistent with the intended use of such property to the extent such entity shall assume and discharge all obligations relative thereto.

2.5.4 Initial Improvement and Maintenance of the Common Facilities. Until one or more Tracts are sold to persons or entities other than Declarant, all improvement of the Common Facilities shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and

expense with no right to reimbursement from the Property Owners Association. The exact nature of any improvement to the Common Facilities shall be within the sole discretion of the Declarant. Following the conveyance of the Common Facilities to the Property Owners Association, the responsibility for maintenance of the Common Facilities shall automatically be assumed by the Property Owners Association, and Declarant's responsibility therefore shall be limited to the payment of Assessments for any Tract owned by Declarant.

Section 2.6 Liability, Insurance and Release. Each Owner, Member and resident of the Property expressly understands, covenants and agrees with Declarant and the Property Owners Association as follows:

2.6.1 No Liability. Neither Declarant nor the Property Owners Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Property.

2.6.2 Maintain Insurance. Each owner, Member and resident of the Property shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.

2.6.3 Release of Claims. Each Owner, Member and resident of the Property releases Declarant and the Property Owners Association and their respective agents, attorneys, employees, officers, Directors, and partners from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Property.

ARTICLE III. PROTECTIVE COVENANTS

Section 3.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein, applicable provisions of the Association's Certificate of Formation and any Rules and Regulations promulgated by the Board as provided herein..

Section 3.2 Liability for Damage to Common Facilities, and Common Area. Each Owner shall be legally liable to the Property Owners Association for all damages to the Road Easement or right-of-way, the Boat Docks, and/or any Common Facilities, or to any structures thereon, caused by such Owner, his licensees or any occupant of such Owner's Tract.

ARTICLE IV CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 4.1. Re-Platting. No re-plat of the Property or any portion thereof that has not first been approved by Declarant or Board shall be filed with the County or recorded in the Official Public Records of Williamson County, Texas. Declarant's or Board's approval shall be shown in writing and signed by Declarant or a Board representative on the face of the plat.

Section 4.2. Residential Use. The Fredrickson Ranch on Lake Georgetown Property and all Tracts (other than any Common Facility Areas) shall be used for single-family residential purposes only. Subject to other provisions of this Declaration governing use of the Common Facilities and use by the Declarant, no part of the Fredrickson Ranch on Lake Georgetown Property may be used for purposes other than single-family Residences and related, non-commercial purposes for which the Fredrickson Ranch on Lake Georgetown Property was designed, unless specifically approved in writing by the Board. An Owner may not allow employees of such Owner or of a business with which such Owner is associated (other than household domestic workers or persons related to such Owner by blood, adoption, or marriage and who also reside the household) to live or work in such Owner's Residence. No Owner may manufacture or prepare on the Property any tangible products for off-premises use or consumption. The foregoing restrictions as to use for residential purposes shall not, however, prohibit an Owner from:

- (i) maintaining their personal or professional library.
- (ii) keeping their personal business or professional records or accounts, provided that such records are kept by a resident of the Residence and not a third party coming and going from the Residence on a regular basis.
- (iii) handling their personal and professional business involving only professional telephone calls, computer work, correspondence, and mail. The foregoing does not permit personal or professional business involving deliveries to or from a Residence (other than mail service or overnight delivery typical of residential use), visits of customers, clients, patients, vendors, or other business visitors to or from the Owner's home or Tract; or
- (iv) renting or leasing an Owner's Residence in strict compliance with the Declaration, the Bylaws, and any rules and regulations of the Association.

No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Residence (with attached or detached garage) and one related out-building, e.g., a casita, workshop, or storage building, per Lot. See also Section 4.7(1).

Section 4.3. Single Family Occupancy. Each Residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household workers. However, in no event shall a Residence be occupied by more than three (3) times the number of bedrooms in the Residence. For example, no more than nine (9) people may reside in a three-bedroom home. For the purposes of this section, the word "bedroom" shall mean only the traditional use of the term - living areas such as game rooms, living rooms, dens, kitchens,

breakfast rooms, enclosed patios, or any similar room shall not be considered a bedroom.

Section 4.4. Garage Required. Each Residence shall have at least a two-car garage. All garages must conform with applicable ordinances and codes, and with the design and materials of the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder. No double or triple garage doors facing the street shall be permitted.

Each garage constructed on a Lot shall open perpendicular to the street or shall be located a minimum of thirty (30) behind the front building elevation line. Single garage doors shall be used for multi-car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street. All garage doors shall be constructed of architectural wood materials, as approved by the ACC.

Section 4.5. Restrictions on Re-subdivision. No Lot shall be subdivided into smaller lots, except as provided in Section 4.1 hereof.

Section 4.6. Driveways. All driveways shall be surfaced with concrete, pavers or similar materials approved in advance by the Committee. Asphalt and crushed granite are prohibited. No driveway shall be any closer than fifteen (15) feet from a side property line.

Section 4.7. Uses Specifically Prohibited and Other Provisions.

- (i) Lot Improvements. No temporary dwelling, outside storage building, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot, except as specified in Section 4.7(o) hereof and further except that a homebuilder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot.
- (ii) No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the boundary lines of the Lot upon which the improvements are to be erected during construction and may remain only so long as construction progresses without undue delay.
- (iii) Vehicle Use.
 - a) The maximum speed limit on subdivision streets shall be 20 mph.
 - b) operation of dirt bikes and go carts within the Property is prohibited except pursuant to rules to be adopted by the Declarant and/or the Association.
 - c) persons operating golf carts and ATVs must be at least 15 years old.
- (iv) Vehicle Parking. Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited.

Owners and occupants must park vehicles in their respective garages or off- street parking areas on their Tracts. Owners may not store any items in their garage that prevent parking of vehicles in the garage. No Owner or occupant may park, store, operate, or keep within the Owner's Tract or any other place within the subdivision, any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, recreational vehicles (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner's Residence. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. The overnight parking of vehicles on the Roadway easement or rights-of-way is prohibited.

Notwithstanding any other provision to the contrary in this Declaration, this Declaration shall not prevent parking of a recreational vehicle on a Tract visible from the street *provided* such parking complies with all provisions of the Declaration and any regulations for the parking or storage thereof adopted by the Declarant and/or the Association's Board of Directors

Motorcycles, bicycles, and similar items may not be parked where visible from the street and must be stored inside a Residence or garage or otherwise not in view from a street or.

- (v). Dangerous Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.
- (vi). Structures. No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other outbuilding, shall be placed or used on any of the Property at any time as a dwelling house; provided, however, that any homebuilder may maintain and occupy model houses, sales offices, and construction trailers during construction periods.
- (vii). Mining and Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained, or permitted on the Property.
- (viii). Animals. Except as may be specifically provided below, no animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on the Property, except that dogs or cats may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food, except to the limited extent specifically allowed below as may be necessary and appropriate for an Owner to qualify for agricultural special use valuation (1-d-1 use) under the Texas Property Tax Code. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property

cows, horses, pigeons, hogs/pigs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health or safety of the residents of the Property. No more than two (2) pets will be permitted on each Lot unless a variance is granted for more than 2-pets by the Declarant, HOA, or ACC. Pets must be restrained or confined to the Owner's Lot inside a fenced area or within the Residence. It is the pet Owner's responsibility to keep the Lot and common areas clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies. Residents are reminded that Williamson County leash laws apply to Fredrickson Ranch on Lake Georgetown and that all pets must be kept on a leash when not confined on the homeowner's property. As provided above, an Owner may seek 1-d-1 special use valuation of Owner's Tract but only when such valuation is sought for one or more, if applicable, of the following uses:

- Bees-Raising or keeping bees for pollination 5-10 acres (6 active hives)
- Orchard- planted with fruit or nut trees
- Vineyard- a plantation of grapevines, typically producing grapes used in wine making
- Ecological- laboratory study
- Livestock operations (Cattle or horses) in numbers which do not exceed the "degree of intensity" for such agricultural operations generally accepted in the area as determined by the Williamson County Appraisal District.

Allowance for Collaboration to Seek Agricultural Tax Exemptions

Owners are permitted, but not required, to collaborate with neighboring property owners to obtain the Williamson County Agricultural (Ag) exemption related to cattle. The purpose of this provision is to ensure that Owners may collaborate to meet the requirements for Williamson County Ag exemptions, thereby allowing for collaborative agricultural use within the community.

Cattle may graze on non-homestead property, common areas, and easements as necessary to qualify for Ag exemption. Should an Owner elect not to participate that owner may install fencing surrounding their Lot, however common areas and common roadway easements may still be used for grazing.

Owners may collaborate through the use of gates to allow for cattle to graze on non-homestead property, common areas, and easements qualify for Ag Exemption.

Gates Between Lots: Gates between Lots to allow livestock to move freely between properties are allowed if necessary to meet the minimum acreage and grazing density requirements to secure Ag exemptions.

Ownership and Leasing: Each Owner is not required to own the grazing livestock, if necessary to qualify for the Ag exemption the Owners may lease their land for grazing purposes the Declarant who may operate it for agricultural use.

The provisions within this Declaration, including any allowances made by the Declarant, are intended to permit collaboration among Owners if required to seek the Williamson County Agricultural (Ag) exemptions. However, neither the Association, the Declarant, nor Bobby Fredrickson guarantees that Williamson County will grant the Ag exemptions. Furthermore, there is no guarantee that the Ag exemption will be available at any future date.

The Association, Bobby Fredrickson and the Declarant assume no responsibility or liability if Owners are unable to obtain or continue currently existing Ag exemptions. Owners are required to conduct their own research related to the requirements for Ag exemption and ensure compliance with all regulations set forth by Williamson County necessary to obtain Ag exemptions should they elect to seek and maintain an Ag exemption.

- (ix) **Dumping.** No Lot or other area on the Property shall be used as a dumping ground for construction rubbish or a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.
- (x) **Water Supply.** Each Residence shall be connected to and shall utilize a publicly approved potable water source. Pipelines supplying potable water are available at the boundary of Fredrickson Ranch on Lake Georgetown . Owners, at their cost and expense, may extend water supply lines to serve their Tract or Tracts if the available public utilities contractually agrees to provide potable water to the Tract. If required the Owner will need to purchase a meter at their own expense. Any such construction shall be approved by and in accordance with all applicable governmental regulatory requirements. Further, as allowed by the Texas Property Code, owners may install rainwater collection systems, subject to reasonable oversight by the ACC. Any individual water well installation, and its location, shall be in accordance with all applicable governmental requirements and at the sole expense of the individual Owner.
- (xi) **Wastewater System.** Each Owner, at the Owner's cost and expense, shall install a specific septic wastewater system for each Lot, subject to approval of the Committee and, as applicable, by the County, the Lower Colorado River Authority or other governmental entity with appropriate jurisdiction under applicable law over on- site septic systems.
- (xii) **HVAC Equipment.** No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning units are allowed. All HVAC units must be screened.
- (xiii) **Antennas and satellite dishes.** The following antennas and satellite dishes are

permitted subject to reasonable oversight by the Committee.:

- (xiv) Non-Residential Use. No Lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind, unless specifically permitted herein or approved in advance by the Board. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious, offensive, or noisy activity shall be undertaken on the Property, and nothing shall be done which is or may become a nuisance to any portion of the Property. Nothing in this subparagraph or Section 4.7 shall prohibit a homebuilder's temporary use of a Residence as a sales office until such homebuilder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art or piano lessons so long as such activities do not materially increase the number of cars parked on the street, increase the volume of deliveries of packages or mail to the house, or interfere with other Owners' use and enjoyment of their Residences and yards.

Specific Committee Approvals.

- (1) Outside storage buildings and sheds: COMMITTEE APPROVAL REQUIRED and must meet the following specifications:
 - (a) Floor area no greater than 800 square feet.
 - (b) Ceiling plate height no greater than the lesser of the ceiling plate height of the residence or the garage.
 - (c) Siding material must be the same type and color masonry as the Residence on the Lot, and the roof material must be the same type and color material as the Residence roof.
 - (d) Location of building must meet the minimum sideyard and rear yard setback provisions for the Lot.
- (2) Children's Playscapes and Playhouses:
 All playscapes, playhouses, trampolines, and other similar outdoor recreational equipment must receive prior approval from the Committee after submittal of plans and specifications. The Committee may permit, deny, or permit with condition, any such structure, and may take into consideration all factors deemed relevant, including height, visibility from the street and surrounding lots, color, materials, height and other dimensions, and other such considerations. For example, the Committee may approve a structure on the condition that it be made of certain materials, with dimensions not to exceed stated dimensions.

In no event may playscapes exceed 14 feet at the highest point or be greater than 20 feet in length. Playhouses may not exceed six feet in height and may be no wider than six feet. Trampolines including safety net may not exceed 14 feet at the highest point.

- (3) Basketball Goals: No basketball goals can be mounted to any Residence. Permanent basketball goals require COMMITTEE APPROVAL. Portable basketball goals require NO COMMITTEE APPROVAL but must meet the following specifications:
- (a) Must be stored in an upright position out of the street and on the Residence Lot.
 - (b) Must be properly maintained.
- (4) Doghouses: Doghouses may not exceed three (3) feet in height and twenty-seven (27) cubic feet. NO COMMITTEE APPROVAL necessary if these specifications met.
- (5) Greenhouses: COMMITTEE APPROVAL REQUIRED and no more than ten (10) feet at the highest point.
- (6) Gazebos/Arbors: COMMITTEE APPROVAL REQUIRED and no more than fourteen (14) feet at the highest point.
- (7) Swimming pools: COMMITTEE APPROVAL NOT REQUIRED. No above-ground pools are allowed. All swimming pools must meet the following specifications:
- (a) Must meet all requirements of the current International Residential Code(IRC).
 - (b) All gates surrounding or providing access to pools must have self--closing spring closures.
 - (c) Pools cannot be fiberglass or any material other than traditional gunnite and plaster, unless otherwise approved by the ACC.
- (8) Setbacks: All facilities described in this subparagraph (n) must be located to meet the front, side and rear setback lines applicable to the Lot.
- (n) Easements. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within natural drainage channels, or which may obstruct or retard the flow of water through drainage channels.
- (o) Drainage. Lot drainage shall follow the natural drainage to the street, utility easement or natural grade elevations. Each Owner is responsible for managing the surface drainage on their Tract. The general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals which may be required from the County and/or the Lower Colorado River Authority ("LCRA") having authority to grant such approval.

All culverts installed on lots must be appropriately sized and installed, so that they may adequately handle peak drainage flow per engineering standards. Culverts may not be blocked by landscaping or debris. All applicable governmental requirements also must be met. The Committee does not necessarily review plans for compliance with any governmental requirements. It is the Owner's responsibility to determine compliance with all governmental requirements.

- (p) Signs, Displayed Objects and Flags. No signs, emblems, object, display, or flag of any kind shall be placed or displayed on any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view without approval of the Committee except as set forth below. The Association may remove any item displayed in violation of this Section.
- (1) For Sale Signs. An Owner may erect one (1) sign not exceeding six (6) square feet in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the ground advertising the property for sale.
- (2) Declarant's and Builders' Signs. Signs or billboards may be erected by Declarant or any builder of a residence on the Property with permission of Declarant.
- (3) Legally Required Signs. Signs required for legal proceedings.
- (4) Political Signs. An Owner may erect one (1) political sign not exceeding 4' x 6' feet in area on such Owner's Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which signs pertain and are removed within ten (10) days after such election.
- (5) Religious Items and Emblems. An Owner may display religious items and emblems on the Owner's Tract, provided that such displays do not (i) threaten the public health or safety, (ii) violate applicable law, (iii) contain language, graphics, or any display that is patently offensive to a passerby.
- (6) Flags. An Owner may display the official flag of the United States of America, the State of Texas, or any branch of the United States armed forces in accordance with this Section. The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. The flagpole attached to a dwelling

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 dwelling. The display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. A flag and the flagpole on which it is flown must be maintained by such Owner in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by such Owner. No flagpoles may be constructed on a Lot, the flagpole must be attached to a dwelling. Flags may not be displayed that exceed a dimension of three (3) feet in height by five (5) feet in width. The particular location of flag poles and any lighting used to illuminate a flag must be approved by the Architectural Committee. The external halyard of a flagpole may not create noise that can be heard more than twenty-five (25) feet from the flagpole, or within the interior of any home or other structure in the Subdivision. No Owner may install a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

- (q) Yard Screening. The drying, airing, or other hanging of clothes, rugs, or other such items anywhere other than inside a Residence is prohibited. Owners shall install a suitable enclosure to screen from public, street-level view equipment which is incidental to normal residences such as yard equipment and storage areas.
- (r) Burning. Except within fireplaces in the Residence, outdoor cooking or Committee approved fire pits, no burning of anything shall be permitted anywhere on the Property.
- (s) Utilities. Each Owner shall, at the Owner's sole cost and expense, be responsible for any necessary extension of electrical service to the Owner's Tract and home-site and the cost of all necessary infrastructure to provide electrical service to the Owner's Tract. All utilities shall be installed underground, except for required grade level utility facilities such as transformers, gas and electric meters, electrical panels, cable, telephone risers and connection facilities. All electrical panels must be installed in the garage or inside the home; they may not be installed on the exterior of the home). Any electric transformer installed in the front yard setback of any Lot shall have landscaping installed around all sides of the structure so as to wholly block the structure from view of the street. All other grade level or near grade level utility facilities or installations must either be located out of view of neighboring lots and the street, or wholly screened with approved landscaping installed around all sides of the structure. As an alternative to landscape screening, grade level or near grade level utility facilities or installations (except for electric transformers installed in front yard setbacks) may be wholly screened with Committee-approved masonry screening. All other outdoor mechanical equipment must be appropriately screened in compliance with the requirements of the deed restrictions.

In addition, new poles may be set from the pole to the property with above-ground lines, and underground lines may be installed once reaching the lot. Poles overhead in the subdivision, if not on the lot, can be set and then transition to underground lines once reaching the lot.

In addition to the forgoing, an Owner shall be entitled to install a “standby electric generator” as defined by Texas Property Code Section 202.019. In considering an application for the installation of such a generator, the Committee shall have the authority to enforce all of the provisions of Texas Property Code Section 202.019 and, in particular, the requirements for installation and operation set out in TPC 202.019 (c) which shall be considered to be incorporated herein for all relevant purposes. If screening of the generator is required, the generator shall be screened with the same materials as the exterior of the primary residence.

- (t) Propane Tanks. Propane tanks installed for residential applications (home/water heating and cooking) must be buried with only the propane flow line and regulators above grade.
- (u) Lot Maintenance and Trash Management. Each Owner shall have the responsibility to maintain at his sole cost and expense his Lot and all improvements thereon in a clean and repaired condition, free and clear of excessive construction debris, trash, disconnected tree limbs, dead trees, and unsightly materials. If any Lot or improvement is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the provisions set forth in Section 5.8 hereof.
- (v) Leasing. No Residence may be leased for less than a 6-month period. All leases shall be subject to this Declaration, the Bylaws, and any rules of the Association. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of this Declaration, the Bylaws, or any rules of the Association. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule provisions against an Owner's tenants, including collection of fines for violations by the tenant of the Declaration, the Bylaws, or any rules of the Association. Owners are liable for all fines or other amounts levied due to actions of the owner's tenants or their guests or invitees. No Owner may lease (for barter or monetary amounts) any part of his residence (such as leasing a bedroom to a boarder) with the exception of live-in domestic help in association with customary residential purposes. Any advertisement of a Residence for lease must include the minimum lease term and such term may be greater than but not less than 6 months, and no advertisement may quote a rate other than a monthly rental rate (i.e. no daily or weekly rates may be advertised).
- (w) Residential Outside Color Change: COMMITTEE APPROVAL REQUIRED for any outside color change, and the proposed color(s) must

be compatible with the aesthetics of the neighborhood.

- (x) Lawn Maintenance Hours. Owners may not perform or allow to be performed any work using leaf blowers, mowers, weed eaters, edgers, or other lawn maintenance equipment of a similar noise level before 8:00 am or after 8:00 pm. In the event of a question as to whether a piece of equipment is allowed between these hours, the Board shall make the determination in its sole discretion.
- (y) Landscape areas: drainage. Owners of a Lot are responsible for landscaping such Lot and maintaining all such landscaping all the way to the street curb, regardless of actual Lot boundaries. Regardless of whether landscaping installations / alterations have been made in accordance with approved plans, if reasonably necessary in the Board's discretion, the Board may require Owners to perform landscape, including grading, alterations as reasonably necessary to address drainage issues, including excessive drainage from the Lot being discharged into the common area or a neighboring Lot. However, notwithstanding any language herein, the Association shall have no duty to require drainage alterations under any circumstances (i.e., the Association may leave drainage issues between neighbors to the neighbors to resolve.)

Section 4.8. Minimum Floor Area. The total air-conditioned living area of the Residence, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings shall not be less than 3,500 square feet on any Lot within the Property, provided, however, the Committee shall have the right, in its discretion, to allow variances of up to two hundred (200) square feet from the minimum square footage referenced above. A two (2) story home must have a minimum of sixty-five (65) per cent of the living area on the first floor of the Residence.

Section 4.9. Building Materials. Unless otherwise approved in writing by the Committee, all exterior wall areas (exclusive of windows and doors) of each Residence constructed on a Lot, including, but not limited to, chimneys, shall be not less than 75% Masonry.

The Committee shall consider selective use of brick and/or wood accent architectural materials, if the brick or wood material is compatible with the aesthetics of the community.

Hardie board or a similar cement-based material may be used as a material for siding and soffit construction.

Section 4.10. Setback Restrictions. No Residence shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the following minimum setback lines, unless the County or Final Plat setback line are more restrictive, in which case the most restrictive setback lines must be used:

Front yard minimum setback	one hundred twenty-five (125) feet
Side yard minimum setback	fifty (50) feet
Rear yard minimum setback	fifty (50) feet

Section 4.11. Fences and Retaining Walls. No portion of any fence shall extend more than eight (8) feet in height. Any Lot fence shall be approved by the Committee prior to installation. The fencing restrictions are as follows:

- (i) Fence located on front or side Lot line, or on rear Lot line not adjacent to the Property perimeter boundary. The subject fence must be Masonry, wrought iron or three rung Purlin fence. A wrought iron fence installed in the front yard of the Residence must include Masonry columns a maximum of thirty (30) feet on center, and a Masonry column at each end of the wrought iron fence.
- (ii) Outdoor mechanical equipment including water softeners, HVAC, pool, spa, and other such equipment must be screened using 100% masonry materials (except when a gate is required for access) that match those of the primary dwelling. The Committee may impose requirements on the height and location of such screening and may require such items to be fully screened (four sides) or any lesser screening approved in the discretion of the Committee. Landscaping must be installed adjacent to such screening, the amount and type of landscaping to be approved by the Committee.

Fences or walls erected by Declarant or homebuilders shall become the property of the Owner of the Lot on which erected and shall be maintained by the Owner of such Lot. In the event no other person or entity maintains such fences or walls, the fences or walls may be maintained and repaired by the Association and the Owner of such Lot shall pay the Association the cost of such repairs or maintenance.

In the event of any dispute, disagreement, or controversy between or among any Owners pertaining to either a retaining wall or fence, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved in binding arbitration by the Committee or its designated representative, and a judgment based upon the Committee's decision may be entered in any court having jurisdiction thereof.

Section 4.12. Landscaping and Irrigation. Each Owner or homebuilder shall submit a detailed landscape and irrigation plan to the Committee for review and approval prior to installation. All irrigation plans must be prepared by, and all irrigation equipment must be installed by, a licensed irrigator (this is also a state law requirement). Upon request Owner shall provide the Committee or Board proof that all irrigation was installed by, and any repairs made by, a licensed irrigator. Drip irrigation is encouraged for raised bed applications. MP rotator heads must be utilized for turf (the standard spray heads are disallowed, all heads must be MP rotator). The landscape plan shall include installing plants on all four (4) sides of the Residence and must be at least two (2) feet tall and installed three (3) feet on center. The landscape plan shall include a tree survey identifying any Trophy Trees (as defined below) located on the Lot. Native landscape plants and landscape water conservation principles are encouraged in the landscape planning. Rain harvesting and water conservation systems are encouraged for usage by the homebuilders and the Residents.

A "Trophy Tree" is defined as a native live oak, cedar, elm, or pecan greater than eight (8) caliper inches three (3) feet above the ground. No Trophy Tree may be removed from or damaged on any Lot without the prior review and approval of the Committee.

A minimum of two (2) six (6) inch caliper (measured three (3) feet above the ground) trees shall be located (and if not then existing, shall be planted) in the front yard setback of the Residence at the time the Residence is first occupied as a home.

Section 4.13. Sidewalks. Sidewalks are not required on the front or side yard of any Lots adjacent to a street.

Section 4.14. Mailboxes. The Declarant shall install a cluster mailbox system near the entrance to the Property, or each Owner shall install a Committee-approved Lot mailbox if the United States Post Office approves individual Residential mail delivery.

Section 4.15. Roofs and Chimneys. All roofs shall be constructed or covered with a metal or tile roof material approved by the Committee. No roof shall be installed with a visually offensive color. Architectural chimney caps will be required on all chimneys and may extend above the height limitation set forth in Section 4.18 hereof. Subject to all other applicable provisions of this Declaration, an Owner may, but is not obligated to, install roofing that (a) is designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary roofing, or provide solar generation capabilities, and (b) when installed, resemble, are more durable than, and are of equal or superior quality to the roofing used or otherwise authorized for use in the Subdivision, and match the aesthetics of the Subdivision.

Section 4.16. Retaining Walls. Prior to occupancy of any Residence, the Owner shall install the appropriate retaining walls on a Lot. Any required retaining wall shall be installed using Masonry as the building material. Retaining walls must meet all applicable building codes, and the primary function of any retaining wall must be to address topographical considerations/concerns.

Section 4.17. Residence Height Restrictions. No Residence shall be constructed which is greater than three (3) stories in height or which is greater than thirty-five (45) feet in height, measured from the front entry floor elevation to the top of the roof of the Residence. The minimum plate height for the first floor shall be ten (10) feet, and at least fifty (50) percent of the first-floor plate height shall be twelve (12) feet or higher, and the minimum plate height for the second floor shall be nine (9) feet.

Section 4.18. Concrete Foundation Restrictions. Concrete foundation exposure on any Residence elevation shall be no greater than the restrictions set forth below:

Maximum concrete foundation exposure in inches
 Location: Front - Maximum Exposure - 18 inches
 Location: Front Side - Maximum Exposure - 18 inches

Location: Rear Side - Maximum Exposure – 36 inches

Location: Rear - Maximum Exposure – 36 inches

Section 4.20. Auction Sales Prohibited. Except for foreclosure sales held by a lienholder in conjunction with foreclosing on a deed of trust or other lien right, no Lot may be sold by public auction process. For the purposes of this Section, "public auction process" is considered to be the sale of property by competitive bid.

Section 4.21. Water Quality Features. All water quality protection features, including any filter strips, buffer zones, greenbelt areas and impervious cover limitations depicted or provided for on a Final Plat for the Property or incorporated in the development of a Lot, shall be maintained for water quality protection, and shall not be altered, damaged, or covered. This restriction against altering the physical elements of the water quality protection measures shall run with the land, and may be enforced by Declarant, the Owner of any real property interest in any of the Property, the Association, or any governmental entity with jurisdiction over platting or subdivision of the Property or over the streets or wet utilities within the Property, by any proceeding at law or in equity.

Section 4.22. Outside Lighting. The outside lighting plan for each Lot shall be approved by the Committee. No outside flood lights shall be installed on a Residence unless used for security purposes only. Such security lighting shall be designed with limited "on-times", for example, security lighting with motion detectors and automatic shut-off features. Subdued and directed architectural lighting shall be allowed, subject to the prior approval of the Committee. The intent of this outside lighting provision is to maintain the visibility of the natural sky for all Owners and to minimize outside light pollution. Outside lighting must comply with any exterior lighting rules approved by the Board.

Section 4.23. Traffic Rules. All persons must obey all traffic signs, all posted speed limits, and all other rules promulgated by the Association throughout the Subdivision. Unless otherwise posted, the speed limit on all roads in the Subdivision is 20 miles per hour.

Section 4.24. Solar Energy Devices. No Owner may install a Solar Energy Device anywhere in the Subdivision without receiving the prior written approval of the Committee. The Committee may withhold approval for the installation of a Solar Energy Device if it determines in writing that the placement of such device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Additionally, no Solar Energy Device installed in the Property may: (a) threaten the public health or safety or violate applicable law; (b) be located on property owned in whole or in part or maintained by the Association; (c) be located in an area on an Owner's Lot other than on the roof of the home or in a fenced yard or patio owned and maintained by such Owner; (d) be located in an area other than an area designated by the Association, unless the alternate location desired by the Owner increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory (or a comparable organization), by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association; or (e) as installed, voids material warranties. Solar Energy Devices mounted on the roof of a home must (i) conform to the slope of the roof, (ii) have a top edge that is parallel to the roofline and must not extend higher than or beyond the roofline, and (iii) have a frame, support bracket, or

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visible piping or wiring in a silver, bronze, or black tone commonly available in the marketplace. Solar Energy Devices located in a fenced yard or patio may not be taller than the fence line. "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that can store solar-generated energy for use in heating or cooling or in the production of power.

Section 4.25. Rainwater Harvesting. An Owner may install a rain barrel or rainwater harvesting system only upon receiving prior written approval of the Committee. No rain barrel or rainwater harvesting system may be located on property that is owned by the Association, is owned in common by the Members of the Association or is between the front of an Owner's home and an adjoining or adjacent street. Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

Owners may not install a rain barrel or rainwater harvesting system that is a color other than a color consistent with the color scheme of the home; that displays any language or content not typically displayed by such a barrel or system as manufactured or is not constructed in accordance with plans approved by the Committee. If any part of the improvement will be visible from the street, another lot, or common area, the Committee may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

Section 4.26. Outdoor Fire Pits. All outdoor fire pits must meet the requirements and specifications of this Section.

(i) Hard Surface Requirement. All fire pits must be built on a hard surface. "Hard surface" is defined to mean crushed granite, cement, tile, or stone

- (a) Shape. *Wood burning (including wood chip or other similar product) fire pits:* The fire pit may be any shape as long as the internal fire ring and the outer fire break wall meet the dimensions specified below and the outer fire break wall shields all non-hard surfaces; (ii) *Non wood burning fire pits (e.g. gas):* For non-wood burning fire pits, the architectural committee may approve alternate shapes in its discretion

- (b) Internal Fire Ring for wood-burning firepits. A wood-burning fire pit must contain an internal fire ring with a diameter of between thirty-six (36) and sixty (60) inches. There must be an internal fire ring wall, and it must be at least ten inches inheight around the entire perimeter (360°) of the ring.

- (c) Outer Fire Break Wall for wood-burning fire pits. A wood-

burning fire pit must have an outer fire break wall that is (at all points of the wall) at least seven feet from the outer edge of the internal fire ring and at least 20 inches in height for the entire length of the wall. The outer fire-break wall may be any shape, including a semi-circle, as long as it fully shields all non-hard surfaces (such as grass, dirt, etc.). The outer fire break wall must be constructed of stone, brick, or stucco.

Receipt of approval from the architectural committee of fire pit design shall not be construed as a warranty or commentary on the safety of such design; only that the pit complies with the governing documents of the association. The safety of design and safe use of the fire pit is the responsibility of the homeowner

Section 4.27. Grills & Smokers. Any outdoor cooking grill or smoker, whether gas or wood, must be on a hard surface. "Hard surface" is defined to mean crushed granite, cement, brick, or stone. Grills or smokers may not be placed on pool decking unless the portion of the decking upon which the grill or smoker is placed is a hard surface. Owners may modify pool decking to add a hard surface component with Committee approval.

Section 4.28. Address Markers. Notwithstanding any language to the contrary in any other applicable dedicatory instrument, all address markers shall be monument style and must match the existing home's stone or stucco material. All address markers must be approved by the Committee.

Section 4.29. Lot 6 Exemptions. Notwithstanding any language to the contrary in any other applicable dedicatory instrument, the already existing items on Lot 6, including the barn, are exempt from architectural review. The barn on Lot 6 may be used as restroom facilities, and a pickleball court is permitted on Lot 6 without requiring architectural approval.

Section 4.30. Lot 8 and 9 Joint Pond Maintenance Agreement. The Owners of Lots 8 and 9 shall be jointly responsible for the reasonable maintenance and upkeep of the shared pond on the Lot 8 and 9. Within thirty (30) days from the date of purchase of Lot 8 or Lot 9, the Owners must enter into a Pond Maintenance Agreement as provided by Declarant, outlining reasonable duties for maintaining the pond. Maintenance costs shall be shared equally, unless otherwise specified in the Agreement.

ARTICLE V.

ARCHITECTURAL CONTROL

Section 5.1. Authority. No significant landscaping addition or revision shall be undertaken, no building, fence, wall, basketball goal pole or other structure or improvement of any kind (including all repair arising by reason of any casualty damage or destruction) shall be commenced, erected, placed, maintained or altered on any Lot, and no exterior painting of, exterior addition to, or alteration of any such items shall be undertaken until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of

main elevation with respect to adjacent streets.

- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots.
- (iii) the other standards set forth within this Declaration.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed, or altered, the Committee shall consider only the general appearance of the proposed building that can be determined from front, rear and side elevations on submitted plans.

No addition or alteration shall be made to any Residence which significantly impacts its exterior appearance, including changes in color or materials, without the prior written consent of the Committee. Plans for all such work shall be submitted to the Committee in compliance with this Section. All removals, additions, and alterations must comply with all applicable governmental regulations, including building code and fire code regulations.

Section 5.2. Procedure for Approval. Each Owner shall follow the review and approval process for Committee approval of any improvements requested by the Owner set forth below. The following shall apply, and control to the extent of any conflict with other language in this Declaration or other governing documents of the Association.

- (i) The Committee will not review any submittals (including preliminary or final submittals) unless the submittal plans along with the Committee checklist (checklist forms should be requested from the Committee administrator and may contain additional requirements or other qualifications for submittal and construction) are delivered to the Committee administrator. Plans and checklists submitted fewer than five days before a scheduled Committee meeting date may be deferred for review by the Committee until the following scheduled meeting date.
- (ii) The Committee will not review final design submittals unless a principal of or employee in a supervisory role in the company of the approved homebuilder or contractor, attends the Committee's final design review meeting. The Committee shall give the approved homebuilder or contractor at least five days' notice of such meeting via phone, email, or other method chosen by the Committee. If the homebuilder or contractor cannot attend, the meeting shall be rescheduled to a date of the Committee's choosing, but in no event shall the Committee be required to convene a meeting for review of final design review more than once in any 30-day period.

(iii) The Committee will not review any submittals if the Lot or homebuilder or contractor has unpaid amounts due to the Association, or other outstanding violations, under/pursuant to the Declaration or other governing documents of the Association.

(iv) The Committee will not review any submittals if the Lot or homebuilder or contractor has any incomplete or missing inspections or has occupied or reoccupied a Residence in violation of Section 5.2(:t) or other governing document provision.

(a) Preliminary Design Review. The Owner shall submit to the Committee the preliminary new home or improvement design as soon as the Owner has a preliminary concept and design for the Lot. The preliminary design submittal shall include the following:

1. Plot plan, showing foundation, flatwork and impervious cover calculations.
2. Four (4) sides of the new Residence elevations, including materials.
3. Septic system plan.
4. Topography survey.
5. Tree survey.

(b) Final Design Submittal. After the Committee has communicated preliminary design review comments to the Owner, a complete copy of the final plans and specifications (which shall address such comments) shall be submitted in duplicate by direct delivery or by certified mail to the Committee. Such plans and specifications must be submitted at least thirty (30) days prior to the proposed landscaping or construction of improvements. The final design plans and specifications shall include the following:

*Detailed construction plans and specifications for all aspects of the Residence or improvements design, including without limitation, the final design components as referenced in Section 5.2 above, all structural, framing, foundation, roof, electrical, plumbing, mechanical, heating, ventilation, air conditioning, flooring components, and all matters set forth in the building and performance standards provisions of the Texas Residential Construction Commission Act (or its successor) and the rules promulgated by the Texas Residential Construction Commission (or its successor);

*Landscape and irrigation plans; and

*Any other design documents required by the Committee.

(c) Committee Approval or Disapproval of Final Design.

When the final plans and specifications meet the approval of the Committee, the Committee shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Committee, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans; and verbal approval shall be void.

If the Committee fails to approve or disapprove the plans and specifications submitted in accordance with this Section 5.2 within thirty (60) days after the date of the Committee's receipt of such plans, the plans shall be deemed disapproved. Persons submitting plans and specifications are strongly encouraged to obtain written confirmation of the Committee's receipt of such plans and specifications. The Committee shall act with good faith and due diligence in attempting to review, and either approve or disapprove all submitted plans and specifications to the extent reasonably possible within the above-described time period. The Committee has the sole discretion and authority to approve and disapprove submitted plans and specifications, with the exception that upon request by the Committee or the Owner, the Board may review and, in its discretion, overturn any committee decision. Notice of appeal to Board must be received by the Board within 10 days of the Committee's issuance of its decision for the committee decision to be reviewed by the Board.

In the case of a dispute about whether the Committee responded within such time period, the Owner submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or by a signed delivery receipt.

(d) Required Approval Process for Homebuilder and Contractor.

1. The Committee shall have the responsibility and the authority to review and approve a specific homebuilder or contractor selected by an Owner to build, improve, renovate, or alter a Residence on the Owner's Lot. In addition to other requirements noted herein, the Owner shall be required to provide the following documentation to the Committee for review and approval or disapproval prior to any construction of a Residence or improvement, renovation, addition, or alteration on a Lot or to a Residence:
 - i. Name and ownership of the homebuilder or contractor.

- ii. Specific locations where the homebuilder or contractor is building homes in the Austin or Williamson County area.
 - iii. Price range of new homes built by the homebuilder or contractor in the Austin area.
 - iv. History of the homebuilder or contractor in the Austin area or Williamson County area (length of time in business, previous building businesses, etc.).
 - v. Specific addresses of residences constructed by the homebuilder or contractor like the Owner's proposed Residence.
 - vi. Financial information of the homebuilder or contractor to confirm that the homebuilder or contractor has the financial ability to complete the contemplated construction activities, including, without limitation, the homebuilder's or contractor's most current balance sheet and income statement, a binding commitment for funding of the estimated costs for the improvement, renovation, addition or alteration to the Lot and/or Residence, and any other information as the Committee may in its sole discretion determine appropriate.
2. The Committee shall consider the required documentation, as well as any additional documentation and information submitted by the Owner and/or the homebuilder or contractor or otherwise obtained by the Committee, in the review and approval and/or disapproval of the homebuilder or contractor. The Committee shall have the responsibility and authority to approve or reject the requested homebuilder or contractor, based on the sole discretion of the Committee. The Committee may consider any factor in approving or rejecting the requested homebuilder or contractor, including, without limitation: the history, experience, ownership and construction activities of the homebuilder or contractor; the performance of the homebuilder or contractor under contracts; the financial ability of the homebuilder or contractor; any current or prior violations of the homebuilder of this Declaration, the Bylaws, any rules of the Association and any other governing documents, laws or regulations; and any current or prior delinquencies of the homebuilder or contractor in the Regular Assessments, Special Assessments, and fines and other charges assessed against the homebuilder or contractor by the Association. The Committee may in its discretion at any time decline to accept applications for additional approved builders if there are at least three builders already approved.
3. The Committee may in its discretion maintain a list of pre-approved homebuilders and/or contractors. If the proposed homebuilder or contractor is on the pre-approved list, the requisites of this Section 5.2 may be met by the Owner's written notice to the Committee of the name of the homebuilder or contractor and the Committee's subsequent written confirmation

to the Owner that the homebuilder or contractor is currently pre- approved.

4. The Owner must obtain the Committee's written approval of the homebuilder or contractor before the Committee will review proposed construction plans. The Committee may revoke or suspend the approval of any homebuilder or contractor (i) as to pre-approved status at any time, and (ii) as to any particular Residence or Lot at any time prior to the commencement of significant construction activities on such Residence or Lot.
- (i) Interim Construction Inspection.

During the initial construction or the material renovation or alteration of a Residence, the Owner shall cause an independent, licensed third party inspector approved by the Committee to inspect and confirm such construction, renovation or alteration is being made in compliance with the approved final design plans and specifications pursuant to Section 5.2 of this Declaration, other provisions of this Declaration, and all applicable laws, rules, statutes and ordinances and in a good and workmanlike manner. The Owner shall cause such third-party inspector to promptly provide construction inspection reports to the Committee at stages of completion determined by the Committee and from time to time upon request of the Committee. The Owner and the Owner's contractor or homebuilder shall have joint and several responsibilities to provide all required inspection reports. The Owner of the Lot shall have the responsibility to pay for all costs incurred in connection with such third-party inspection. The Declarant and/or the Committee shall have the authority to require a stop in the construction, renovation, addition, landscaping or alteration to a Residence or other improvement to the Lot until such Owner or its homebuilder or contractor addresses any non-compliance in a manner reasonably acceptable to Declarant or the Committee.

In addition to the foregoing, the Declarant and the Committee shall have the right, but not the obligation, to enter upon, or direct its designated construction inspector to enter upon each Lot and Residence from time to time during normal business hours or during the actual construction, renovation, addition, landscaping, or alteration of such Lot, solely for the purposes set forth below. Such inspection shall be for the purposes of confirming that such construction, renovation, addition, landscaping, or alteration is made in compliance with the approved final design plans and specifications pursuant to Section 5.2 of this Declaration, other provisions of this Declaration, and all applicable laws, rules, statutes, and ordinances and in a good and workmanlike manner. The Owner of such Lot shall have the responsibility to pay for all actual out of pocket costs incurred by the Declarant or the Committee in connection with such inspection. The Declarant and/or Committee shall have the authority to require a stop in the construction, renovation, addition, landscaping or alteration to a Residence or other improvement to the Lot until such Owner or its homebuilder or contractor addresses such non-compliance in a manner reasonably acceptable to Declarant or the Committee.

- (j) Required Certificate of Occupancy.

No Residence completed, or materially renovated or altered, may be occupied, or reoccupied until the Committee has issued a written document approving the Residence for occupancy (a "Certificate of Occupancy"). An Owner or its homebuilder or contractor shall provide written notice (a "Notice of Completion") to the Committee by direct delivery or certified mail promptly following the completion of the initial construction of a Residence, or other improvement constructed on an Owner's Lot. The Notice of Completion shall include a final inspection report issued by a licensed third-party inspector approved by the Committee covering such renovation or alteration.

The Committee has the sole discretion and authority to approve and disapprove a requested Certificate of Occupancy, subject to review by the Board upon request by the Committee or the Owner. The Committee may request additional information, inspections or reports from the Owner or approved inspector for its evaluation of the requested Certificate of Occupancy. The Owner of such Lot shall have the responsibility to pay for all actual out of pocket costs incurred by the Committee in connection with such inspection and issuance or disapproval of a Certificate of Occupancy.

If approved by the Committee, a Certificate of Occupancy shall be issued and signed by a representative of the Committee. If disapproved by the Committee, the Notice of Completion shall be returned marked "Disapproved" and shall be accompanied by a signed statement of the reasons for disapproval. In no event shall the Committee give verbal approval of any Residence or improvements for occupancy. If the Committee fails to issue a Certificate of Occupancy or disapprove the Notice of Completion within thirty (30) days after the date of the Committee's receipt of the Notice of Completion, the Residence or improvements shall be deemed disapproved and may not be occupied until a Certificate of Occupancy is issued by the Committee. Persons submitting a Notice of Completion are strongly encouraged to obtain written confirmation of the Committee's receipt of such Notice of Completion. In the case of a dispute about whether the Committee responded within such time period, the Owner submitting the Notice of Completion shall have the burden of establishing that the Committee received the Notice of Completion. The Committee's receipt of the Notice of Completion may be established by a signed certified mail receipt or by a signed delivery receipt.

The members of the Committee shall have no liability for decisions made by the Committee with respect to a Certificate of Occupancy or otherwise so long as such decisions are made in good faith and are not arbitrary or capricious. Any defects, violations, errors or omissions in the design or construction of the Residence or other improvements shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for any compliance with County codes, state statutes or the common law.

The issuance of a Certificate of Occupancy by the Committee shall not waive any requirements or violations of this Declaration. Any variances approved by the Committee in its sole discretion must be specifically set forth in writing in accordance with Section 7.18 of this Declaration.

If an Owner violates the provisions of this Section 5.2, the Committee may assess a fine for each day that a Residence is occupied prior to the issuance of a Certificate of Occupancy by the Committee. The initial fine shall be \$100.00, or any higher amount determined by the Board for each day of occupancy prior to issuance of a Certificate of Occupancy, subject to increases that may be approved by the Board from time to time.

- (k) Unfinished Rooms. No rooms or other areas within a Residence may remain unfinished (without appropriate finish out, such as flooring and drywall or other similar wall finishing materials in interior rooms) - all must be reasonably finished out for a certificate of occupancy to be granted. Whether a Residence or any portion thereof is adequately finished out shall be determined in the sole discretion of the Committee.

Section 5.4. Standards. The Committee shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built on the Property. The Committee from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable, and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 5.5. Liability of the Committee. The members of the Committee shall have no liability for decisions made by the Committee, and the Committee shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, Williamson County codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

Section 5.6. Appointment of Committee. The Committee shall consist of at least two (2) and not more than five (5) members, as designated by Declarant in its sole discretion. Declarant shall have the right from time to time to appoint and/or replace the member(s) of the Committee in Declarant's sole discretion for any reason. Without limiting the generality of the foregoing, Declarant has the right to condition the appointment and continued service of any member of the Committee on the compliance of such member with all provisions of Declaration, the Bylaws, any rules and regulations of the Association, the Board, or any applicable regulatory or governmental authority, and any other applicable law, regulation, rule or contractual obligation. The Association shall maintain in its records a current roster of the members of the Committee. If the Committee has four or five members, actions of the Committee require agreement of at least three members. If the Committee has two or three members, actions of the Committee require agreement of at least two members. After the Declarant rights terminate, the Board shall

assume all rights of Declarant under this Section 5.6 including the right to appoint all Committee members. Such Committee members shall serve at the pleasure of the Board.

Section 5.7. Construction of Improvements. Unless otherwise approved in writing by the Committee, construction with respect to any improvements approved by the Committee shall be commenced by the Owner thereof (including homebuilders) within thirty days after such approval, and shall be diligently pursued to final completion, unless a variance is granted by the Committee, all new home construction must be complete, including certificate of occupancy issued, no later than 18 months after final Committee approval of construction plans. All construction not involving a new home must be complete within any timeframe established by the Committee. The Committee may impose deadlines for completion of such construction as a condition of approval of any plans. Failure to meet a construction deadline imposed by the Committee will result in a fine of \$100/day, or any higher amount approved by the board (\$100/day is the minimum fine) until completion is achieved.

- (a) Dumpsters for New Construction. All sites of new home construction on a Lot (including new construction of any outbuildings), until a final certificate of occupancy is issued pursuant to the terms of this Declaration or any other governing document, or any earlier time approved in writing by the Committee, must have on the Lot a construction trash container/dumpster of at least a 30-yard size and no more than 40-yard size. Such dumpster must not be allowed to be over-filled, and all construction trash must be placed in the dumpster and not allowed to accumulate on the Lot.

Additionally, new home construction must include a designated area, either inside the garage or as a separate outside concrete pad that is masonry screened for the trash receptacles. All trash containers must be stored out of view.

- (b) Address Markers. Each Lot on which a home is constructed must have a residential address marker meeting any specific requirements of the US Postal Service and/or any emergency service providers.
- (c) SWPP - Temporary silt fencing and other temporary construction fencing. Effective as of the date of this filing, all sites of new home construction must have a SWPP (Storm Water Protection Plan) to include a posted certificate at the front of the property. The SWPP will indicate a site plan for silt fencing. Before a certificate of occupancy is issued, the above-referenced construction fencing must be removed.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Property Owners Association, Declarant and any Owner, their respective legal representatives, heirs,

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Fredrickson Ranch on Lake Georgetown Property Owners Association, Inc.

successors and assigns until December 31, 2044 at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty (20) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Property Owners Association cast at a duly held meeting of the Members of the Property Owners Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Property Owners Association votes to terminate this Declaration, the President and Secretary of the Property Owners Association shall execute a certificate which shall set forth the resolution of termination adopted by the Property Owners Association, the date of the meeting of the Property Owners Association at which such resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Property Owners Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Official Public Records of Williamson County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 7.2 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Property Owners Association and Declarant may be assigned to any Person which will assume the duties of the Property Owners Association or Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Property Owners Association or Declarant and Declarant shall have no further rights or duties hereunder. Further, the Property Owners Association or Declarant may from time-to-time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 7.3 Power of Attorney. The Property Owners Association is hereby granted an irrevocable power of attorney to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the damage, destruction or condemnation of any Common Facilities and any dedicated rights-of-way.

Section 7.4 Incorporation of Other Documents. The Certificate of Formation, Bylaws and Rules and Regulations as may, from time to time, be amended or modified are incorporated herein for all purposes.

Section 7.5 Authorized Action. All actions which the Property Owners Association is permitted to take under this instrument shall be authorized actions of the Property Owners Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

Section 7.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of a Tract or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these covenants by any party other than Declarant.

Section 7.7 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 7.8 Amendment by Members. This Declaration may be amended, at a regular or special meeting of the Members, by a vote of at least sixty-six percent (66%) of the Members in attendance at the meeting, in person or by proxy; provided, however, that the Declaration may not be amended in a manner that has a material and adverse effect on a Tract without the prior written consent of the Owner of such Tract.

Section 7.9 Severability. Should any covenant, condition, or restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7.10 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, Certificate of Formation or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

Section 7.11 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Property.

Section 7.12 Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof. Notwithstanding anything contained herein to the contrary, the Property Owners Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 7.13 Penalties. Failure of an Owner to comply with this Declaration, Certificate of Formation, Bylaws or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fees (as limited by the Texas Property Code) incurred in bringing such actions, and if necessary, costs and attorney's fees (as limited by the Texas Property Code) for appellate review. The Property Owners Association shall also have the right to provide for the imposition of fines for failure to comply with this Declaration or Rules and Regulations; and, subject to the notice and hearing requirements of Chapter 209 of the Texas Property Code, fines levied by

the Property Owners Association shall be deemed an Individual Assessment against an Owner, as defined in Section 2.4.8 hereof.

Section 7.14 Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Property Owners Association, its successors or assigns, or any Owner against any Person violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or recover damages, and against the land, and to enforce any lien created by this Declaration. Failure by Declarant, the Property Owners Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 7.15 Effect of Other Regulations. Wherever higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulation than are established by the provisions of this Declaration, the provisions of such statute, ordinance or regulation shall govern.

Section 7.16 Hearing by the Board. In addition to other remedies provided for the enforcement of these covenants, the Board of Directors is authorized to hear and determine the facts in cases of alleged nuisances and where it finds that facts exist which constitute a nuisance, the Board may order the cessation and abatement of such nuisance.

Section 7.17 Indemnification. THE PROPERTY OWNERS ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE PROPERTY OWNERS ASSOCIATION AGAINST EXPENSES, INCLUDING ATTORNEYS FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE PROPERTY OWNERS ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF *NOLO CONTENDERE* OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE PROPERTY OWNERS ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF The Property Owners ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS

SUCH, WHETHER OR NOT THE PROPERTY OWNERS' ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE PROPERTY OWNERS ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTY OR ANY OTHER PORTION OF THE COMMON AREA BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE PROPERTY OWNERS' ASSOCIATION AND (II) ANY CLAIM RELATED TO THE DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROAD EASEMENT OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTY.

[Signature page immediately follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the acknowledgement date below to be effective on _____, 20224.

DECLARANT:

FREDRICKSON RANCH ON LAKE
GEORGETOWN, LLC,
a Texas limited liability company

By: _____
Bobby Fredrickson, Sole Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Bobby Fredrickson , Sole Manager of Fredrickson Ranch on Lake Georgetown, LLC, a Texas limited liability company, who is [check one]: _____ known to me OR _____ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed on behalf of such limited liability company.

Given under my hand and seal of office this ____ day of _____, 20224.

Notary Public, State of Texas
Printed name:
Commission expires:

SUCH, WHETHER OR NOT THE PROPERTY OWNERS' ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE PROPERTY OWNERS ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTY OR ANY OTHER PORTION OF THE COMMON AREA BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE PROPERTY OWNERS' ASSOCIATION AND (II) ANY CLAIM RELATED TO THE DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROAD EASEMENT OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTY.

[Signature page immediately follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the acknowledgement date below to be effective on _____, 20224.

DECLARANT:

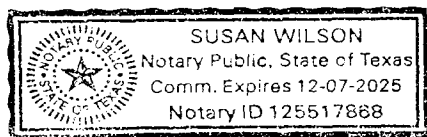
FREDRICKSON RANCH ON LAKE
GEORGETOWN, LLC,
a Texas limited liability company

By: Bobby Fredrickson Manager
Bobby Fredrickson, Sole Manager

THE STATE OF TEXAS §
COUNTY OF Williamson §
TRAVIS §

Before me, the undersigned authority, on this day personally appeared Bobby Fredrickson, Sole Manager of Fredrickson Ranch on Lake Georgetown, LLC, a Texas limited liability company, who is [check one]: _____ known to me OR ☒ proved to me through State D.L. (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed on behalf of such limited liability company.

Given under my hand and seal of office this 06 day of June, 20224.



Susan Wilson
Notary Public, State of Texas
Printed name: Susan Wilson
Commission expires: 12/07/2025

AFTER RECORDING, RETURN TO:

M. Miranda Fields
Fields Law
3101 Bee Cave Rd
Suite 260-A
Austin, TX 78746

EXHIBIT A

FREDRICKSON RANCH ON LAKE GEORGETOWN PROPERTY

[see attached]



PLAT
3 PGS

2013079151

PLAT MAP RECORDING SHEET

**DEDICATOR: BOBBY D. FREDRICKSON 1999 TRUST
BOBBY FREDRICKSON, TRUSTEE
ADVENTURE PROPERTIES, LLC
BOBBY FREDRICKSON, AUTHORIZED REPRESENTATIVE**

**SUBDIVISION NAME: FREDRICKSON RANCH ON LAKE GEORGETOWN,
SECTION 2**

**PROPERTY IS DESCRIBED AS: 48.214 ACRES OUT OF THE JOSEPH FISH
SURVEY, ABSTRACT NUMBER 232, IN
WILLIAMSON COUNTY, TEXAS, BEING A
PORTION OF A 50.57 ACRE TRACT, A PORTION
OF A 171.168 ACRE TRACT AND A PORTION OF A
20.26 ACRE TRACT.**

**Reference: 2001088315
2006060246
2010044861**

**HAND TO: HAYNIE CONSULTING, INCORPORATED; BONNIE JONES,
(512) 221-0673**

INSTRUMENT DATE: JULY 19, 2013

FILE DATE: AUGUST 16, 2013

DIGITALLY RECORDED

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013079151**

Nancy E. Rister

08/16/2013 08:36 AM

WEHLING \$236.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

DOC. #2013079151

FREDRICKSON RANCH ON LAKE GEORGETOWN

SECTION 2 FINAL PLAT

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

THE BOBBY D. FREDRICKSON 1999 TRUST, BEING THE OWNER OF 30.31 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 50.57 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2001088315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING THE OWNER OF A 0.17 ACRE TRACT OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 171.188 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2006060246 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, HEREBY SUBDIVIDE SAID 30.31 ACRE TRACT AND SAID 0.17 ACRE TRACT TO BE KNOWN AS FREDRICKSON RANCH ON LAKE GEORGETOWN - SECTION 2.

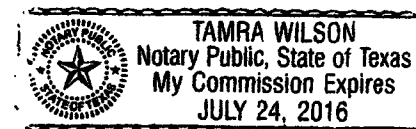
WITNESS MY HAND THIS 17th DAY OF July, 2013 A.D.

Bobby Fredrickson
AUTHORIZED SIGNER FOR THE BOBBY FREDRICKSON 1999 TRUST,
BY BOBBY FREDRICKSON, TRUSTEE
116 SILVERSTONE
GEORGETOWN, TX 78633

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bobby Fredrickson, KNOWN TO ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF July, 2013 A.D.

Tamra Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

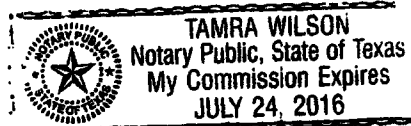


STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

ADVENTURE PROPERTIES, L.L.C., BEING THE OWNER OF 17.73 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.28 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010048461 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 17.73 ACRE TRACT TO BE KNOWN AS FREDRICKSON RANCH ON LAKE GEORGETOWN - SECTION 2.

WITNESS MY HAND THIS 17th DAY OF July, 2013 A.D.

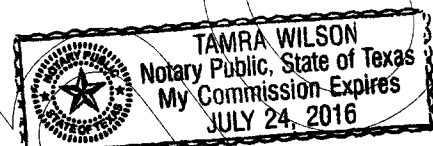
Bobby Fredrickson
AUTHORIZED SIGNER FOR ADVENTURE PROPERTIES, L.L.C.
BY BOBBY FREDRICKSON
116 SILVERSTONE
GEORGETOWN, TEXAS 78633



BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bobby Fredrickson, KNOWN TO ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF July, 2013 A.D.

Tamra Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES



48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. TOTAL ACRES: 48.214
2. NUMBER OF LOTS: 9
3. NUMBER OF BLOCKS: 1
4. AREA OF SMALLEST RESIDENTIAL LOT: 5.004 ACRES
5. PROPOSED USE: SINGLE FAMILY RESIDENTIAL RURAL
6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WATER WELL.
7. SEWER SERVICE TO BE PROVIDED BY ON SITE SEWAGE FACILITY.
8. LINEAR FEET OF STREET: 0 LINEAR FEET
9. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
10. ALL DRIVEWAY CULVERTS IN THIS SUBDIVISION SHALL BE 18" MINIMUM OR AS DESIGNED.
11. ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY PRIVATE WATER WELL PER COUNTY AND TCEQ REGULATIONS.
12. ALL PRIVATE WATER WELLS SHALL BE GREATER THAN 100 FEET FROM ANY PROPERTY LINE.
13. ALL PUBLIC ROADWAY AND EASEMENTS, AS SHOWN ON THE PLAT, ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
14. LOTS 1 THROUGH 6 MAY NOT BE FURTHER SUBDIVIDED.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. NO DEVELOPMENT SHALL BEGIN ON LOTS ENCLOSED BY FEMA ZONE A & AE PRIOR TO ISSUANCE OF A FLOODPLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD ADMINISTRATOR.
3. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
4. PRIOR TO ANY CHANNEL ALTERATIONS, CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE PLAT AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. PRIOR TO ANY CHANNEL ALTERATION OR CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
7. WATER SERVICE WILL BE PROVIDED BY PRIVATE WATER WELL.
8. ALL RESIDENTIAL LOTS ARE (5) ACRE OR GREATER IN SIZE.
9. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
10. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

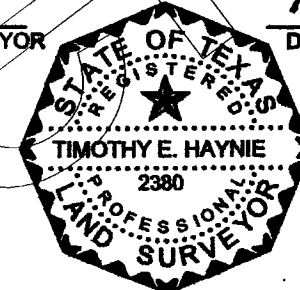
BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L. Marlow, R.S. 7/23/2013
DEBORAH L. MARLOW, R.S. 050029596 DATE
ASSISTANT DEPUTY DIRECTOR OF ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

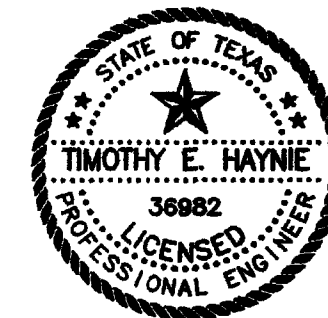
Timothy Haynie
TIMOTHY HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664



STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0100C, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

Timothy E. Haynie
TIMOTHY E. HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664



STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Dan A. Gattis
DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

07-15-2013
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16 DAY OF August, 2013 A.D. AT 8:00 O'CLOCK A.M. IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN DOCUMENT NUMBER 2013079151. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16 DAY OF August, 2013 A.D.

William Werking
WILLIAM WERKING, DEPUTY COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3776
Ph: 512-837-2446 Fax: 512-837-9463
TDP# FIRM # F-002411, TDP# FIRM # 100250-00

DATE	REV. BY	DESCRIPTION	DRAWN BY	CHECKED BY	FIELD BOOK	FIELD NOTE NO.	DATE	SCALE	JOB NO.	FILE NAME
5/2/2013	CSH						04-12-2013			Boattrip.dwg

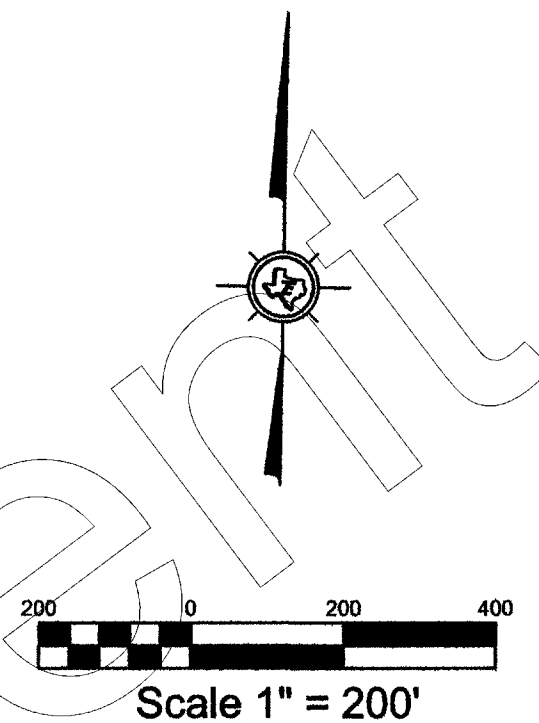
FREDRICKSON RANCH
ON LAKE GEORGETOWN
SECTION 2
FINAL PLAT

SHEET NO.
1
OF
3

48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLIAMSON COUNTY, TEXAS

SHEET NO.
2
OF
3

48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLIAMSON COUNTY, TEXAS



LEGEND

●	1/4" IRON ROD FOUND (CS LTD)
○	1/2" IRON ROD W/CAP SET
J.U.D.E.	JOINT USE DRIVEWAY EASEMENT
■	CONCRETE MONUMENT FOUND
()	RECORD INFORMATION
O.S.S.F.	ON SITE SEWAGE FACILITY
P.U.E.T.Y.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
P.L.R.C.	PLAT RECORDS WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
C.G.C.	CITY OF GEORGETOWN
_____	EASEMENT
_____	ADJOINING PROPERTY LINE
TT	TREE TAG NUMBER
C.T.S.U.D.E.	CHISHOLM TRAIL SPECIAL UTILITY DISTRICT EASEMENT

LOT	F.F.E.
5	989.18
6	981.62
8	982.54
9	979.39

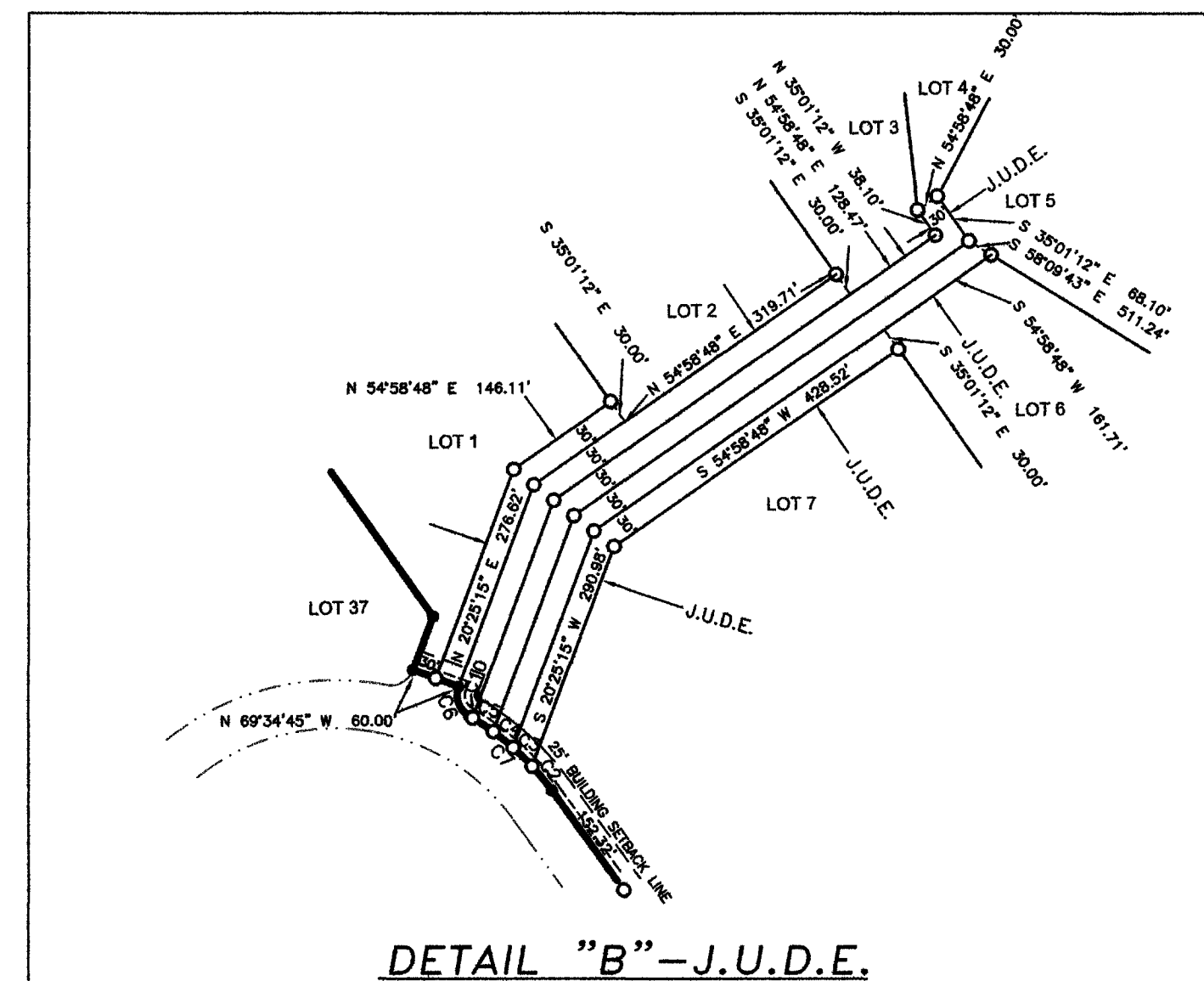


EXHIBIT B

DESCRIPTION OF ROADWAY EASEMENT

[illegible]

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2024045242

Pages: 50 Fee: \$221.00

06/07/2024 09:50 AM

KWEEMS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas