

**FIRST AMENDED AND RESTATED  
Declaration of Covenants, Conditions, Restrictions & Easements  
of HILLTOP ESTATES  
(a Subdivision)**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This First Amended and Restated Declaration of Covenants, Conditions, Restrictions & Easements of HILLTOP ESTATES, hereinafter the **"Declaration"** is executed by SONWEST CO., a Texas corporation, successor in interest (and hereinafter, the **"Declarant"**) to Sonterra Development LLC of Jarrell, Texas, a Texas limited liability company a/k/a Theron Vaughan and Ellie Vaughan a/k/a Sonterra Development, LLC (the **"Prior Declarant"**) under the Assignments of Declarant's Rights filed in Document Numbers 2012074823 and 2012074826 of the Official Public Records of Williamson County, Texas.

WHEREAS, Prior Declarant previously recorded Declaration of Covenants, Conditions, Restrictions & Easements of HILLTOP ESTATES in Document Number 2004069347 of the Official Public Records of Williamson County, Texas and Declaration of Covenants, Conditions, Restrictions & Easements of HILLTOP ESTATES – The East Side of CR 332 in Document Number 2005030641 of the Official Public Records of Williamson County, Texas, together the **"Original Declaration."** The Original Declaration covered four different tracts comprising approximately 53.10 acres of land, the **"Property"**; and

WHEREAS, Prior Declarant has previously recorded a subdivision plat for the Property recorded in Cabinet AA, Slides 153-154, Plat Records, Williamson County, Texas;

WHEREAS, the Original Declaration was recorded to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Property, and to convey the Property subject to certain protective covenants, conditions, restrictions, and easements; and

WHEREAS, Declarant, is the owner of sufficient Lots of the Property and desires to amend and restate the Original Declaration in its entirety by executing and recording this Declaration in the Official Public Records of Williamson County, Texas;

NOW, THEREFORE, it is hereby declared that the Original Declaration is amended, restated, and merged to provide (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following Covenants, Conditions, Restrictions & Easements, which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; (ii) that each contract or deed which may hereafter be executed with regard to the Property or

any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following Covenants, Conditions, Restrictions & Easements regardless of whether or not the same are set forth or referred to in said contract or deed; and (iii) that each existing Owner of a Lot on the Property or any portion thereof shall conclusively be held to be subject to the following Covenants, Conditions, Restrictions & Easements effective as of the Date of this Declaration.

### **Basic Information**

**Effective Date:** March 24, 2015

**Declarant:** SONWEST CO., a Texas corporation

**Declarant's Address:** 3571 Far West Blvd, #13,  
Austin, Texas 78731

**Property Owners Association:** Hilltop Estates Home Owner's Association,  
a Texas nonprofit association

**Property Owners Association's Address:** 3571 Far West Blvd, #13,  
Austin, Texas 78731

### **Definitions**

"ACC" means an Architectural Control Committee. There shall be no initial Architectural Control Committee, but instead its duties shall be fulfilled by the Board.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means SONWEST CO., a Texas corporation and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

**"Easements"** means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

**"Governing Documents"** means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

**"Lot"** means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

**"Member"** means Owner.

**"Owner"** means every record Owner of a fee interest in a Lot.

**"Plat"** means the Plat of the Property recorded in Cabinet AA, Slides 153-154, Plat Records, Williamson County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

**"Residence"** means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

**"Single Family"** means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

**"Structure"** means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

**"Subdivision"** means the Property covered by the Plat and any additional property made subject to this Declaration.

**"Vehicle"** means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

## **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

## **C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for

common domesticated household pets, such as dogs and cats, not to exceed four (4) confined to a fenced yard or within the Residence;

- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law or the Governing Documents;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern without ACC approval;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

**D. Construction and Maintenance Standards**

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least one thousand five hundred (1,500) square feet.
- c. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- d. *Garages.* Each Residence must have at least a two-car, side entry garage accessed by a driveway. The garage door may not face the street. The garage may be a separate structure.
- e. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within ninety (90) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.
- f. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- g. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- h. *Landscaping.* Landscaping must be installed within thirty (30) days after occupancy. The minimum landscaping is specified in the standards of the ACC.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only 25 year composition or higher quality, tile, or 5V or higher quality metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

- c. *Exterior Walls.* All Residences must have at least twenty-five (25%) percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.
- d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, asphalt, or other paved material, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

**E. Property Owners Association**

1. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—
  - i. when the Class A Members' votes exceed the total of Class B Member's votes or
  - ii. December 31, 2015.

**F. ACC**

**1. *No Initial ACC***

- a. There shall be no initial ACC. The duties of the ACC shall be fulfilled by the Board unless the Board chooses to establish an ACC at a later date.

**2. *Later Establishment***

- a. If the Board chooses to establish an ACC at a later date, the following rules shall govern it. Until such time, the Board shall fulfill the role the ACC according to the rules below. There shall be no appeal from the Board's decision.
  - a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
  - b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
  - c. *Term.* ACC members serve until replaced by the Board or they resign.
  - d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

**2. *Plan Review***

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
  - i. *Complete Submission.* Within ten (10) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the



submission is deemed complete.

- ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within ten (10) days after complete submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within seven (7) days after the ACC's action. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.
- d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

### **5. Regular Assessments**

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$200.00 per Lot.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected semiannually in advance, payable on the tenth day of July and January, respectively, and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within ten (10) days after it is due is delinquent.

## **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of \$20.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 18% percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of [a majority/two-thirds] of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of twenty (20) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within three (3) months before the end of a term sixty-six (66%) percent of the

Members at a meeting in accordance with the Bylaws elect not to extend the term.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-six (66%) percent of the votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty (60%) percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

*[The Remainder of this Page is Intentionally Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Declaration effective as of March 24, 2015.

Declarant:

SONWEST CO.

By: *Andrew Bilger*  
Andrew Bilger, Vice President

STATE OF TEXAS

COUNTY OF *Williams*

This instrument was acknowledged before me on the 27 day of March, 2015, by ANDREW BILGER, Vice President of SONWEST CO., a Texas corporation, on behalf of said corporation.



*Bonnie Hammons*  
Notary Public, State of Texas

After recording, please return to:

SonWest Co.  
3571 Far West Blvd, #13  
Austin, Texas 78731

2015023422  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS  
*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
3/27/2015 11:51 AM  
Pages: 13 Fee: \$ 69.00  
Williamson County Texas

**FIRST AMENDED AND RESTATED  
Declaration of Covenants, Conditions, Restrictions & Easements  
of HILLTOP ESTATES  
(a Subdivision)**

STATE OF TEXAS

COUNTY OF WILLIAMSON

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c. any nuisance, noxious, or offensive activity;

d. any dumping of rubbish;

e. any storage of—

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or

iii. unsightly objects unless completely shielded by a Structure;

f. any exploration for or extraction of minerals;

g. any keeping or raising of animals, livestock, or poultry, except for

common domesticated household pets, such as dogs and cats, not to exceed four (4) confined to a fenced yard or within the Residence;

- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law or the Governing Documents;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern without ACC approval;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

#### **D. Construction and Maintenance Standards**

##### **1. Lots**

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

##### **2. Residences and Structures**

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least one thousand five hundred (1,500) square feet.
- c. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- d. *Garages.* Each Residence must have at least a two-car, side entry garage accessed by a driveway. The garage door may not face the street. The garage may be a separate structure.
- e. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within ninety (90) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.
- f. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- g. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- h. *Landscaping.* Landscaping must be installed within thirty (30) days after occupancy. The minimum landscaping is specified in the standards of the ACC.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only 25 year composition or higher quality, tile, or 5V or higher quality metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

- c. *Exterior Walls.* All Residences must have at least twenty-five (25%) percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.
- d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, asphalt, or other paved material, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

**E. Property Owners Association**

1. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—
  - i. when the Class A Members' votes exceed the total of Class B Member's votes or
  - ii. December 31, 2015.

## **F. ACC**

### 1. *No Initial ACC*

- a. There shall be no initial ACC. The duties of the ACC shall be fulfilled by the Board unless the Board chooses to establish an ACC at a later date.

### 2. *Later Establishment*

- a. If the Board chooses to establish an ACC at a later date, the following rules shall govern it. Until such time, the Board shall fulfill the role the ACC according to the rules below. There shall be no appeal from the Board's decision.
  - a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
  - b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
  - c. *Term.* ACC members serve until replaced by the Board or they resign.
  - d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

### 2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
  - i. *Complete Submission.* Within ten (10) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the

submission is deemed complete.

- ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within ten (10) days after complete submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within seven (7) days after the ACC's action. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.
- d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$200.00 per Lot.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected semiannually in advance, payable on the tenth day of July and January, respectively, and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within ten (10) days after it is due is delinquent.

## **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of \$20.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 18% percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of [a majority/two-thirds] of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of twenty (20) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within three (3) months before the end of a term sixty-six (66%) percent of the



Members at a meeting in accordance with the Bylaws elect not to extend the term.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-six (66%) percent of the votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

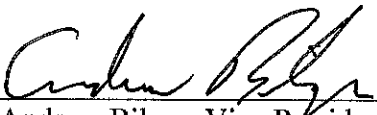
8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty (60%) percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

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IN WITNESS WHEREOF, the undersigned have executed this Declaration effective as of March 24, 2015.

Declarant:

SONWEST CO.

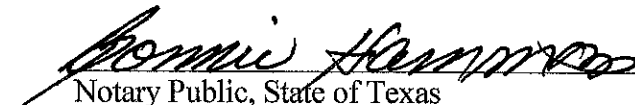
By:   
Andrew Bilger, Vice President

STATE OF TEXAS

COUNTY OF Williams

This instrument was acknowledged before me on the 27 day of March, 2015, by ANDREW BILGER, Vice President of SONWEST CO., a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

After recording, please return to:

SonWest Co.  
3571 Far West Blvd, #13  
Austin, Texas 78731