

**DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS**

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

THAT WHEREAS, D&M CARMEL CREEK ONE, LLC, hereinafter Declarant, is the Owner of all lots in that certain subdivision known as Green Haven Ranch, a subdivision of record in Williamson County, Texas according to the map or plat recorded in Document # _____ of the Official Records of Williamson County, Texas.

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants and conditions, restrictions, liens and charges hereinafter set forth and;

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of Property for the benefit of the present and future owners of the Property.

NOW THEREFORE, it is hereby declared (i) that all the property shall be held sold conveyed and occupied subject to the conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrase when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are adopted and amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Green Haven Ranch Homeowners Association, Inc., a Texas non-profit corporation, which has or will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1.04 Assessment. “Assessment or “Assessments” shall mean assessment(s) levied by the Association under the terms and provision of this Declaration.

1.05 Association. “Association” shall mean and refer to Green Haven Ranch Homeowners Association, Inc., a Texas non-profit corporation.

1.06 Board. “Board” shall mean the Board of Directors of the Association.

1.07 Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.

1.08 Declarant. “Declarant” shall mean D&M CARMEL CREEK ONE, LLC, its successors or assigns provided that any assignment of the rights of Declarant as must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.09 Declaration. “Declaration” shall mean this instrument as it may be amended from time to time.

1.10 Improvement. “Improvement” shall mean every structure and all appurtenances thereto of every type and kind including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.11 Lot. “Lot” or “Lots” shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon.

1.12 Member. “Member” or Members” shall mean any person(s), entities holding membership rights in the Association.

1.13 Mortgage. “Mortgage” or Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.14 Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any Mortgage or Mortgages.

1.15 Owner. “Owner” or “Owners” shall mean the person(s), entity or entities including Declarant, holding a fee simple interest in any portion of the Property, but shall not include the Mortgagee of a Mortgage.

1.16 Person. “Person” or “Persons” shall mean any individual, individuals, entity or

entities having the legal right to hold title to real property.

1.17 Plans and Specifications. “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.18 Plat. “Plat” shall mean the subdivision plat of Green Haven Ranch, a subdivision recorded in Document # _____, Official Records of Williamson County, Texas.

1.19 Green Haven Ranch Restrictions. “Green Haven Ranch Restrictions” shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Addition of Land. It is contemplated that Declarant may acquire land and lots adjacent to Green Haven Ranch and seek to annex these lots into the Association. Declarant, may, at any time, and from time to time, add such additional land and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges duties and liabilities of the Property subject to this Declaration shall be the same with respect to the added plan as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Williamson County, Texas a Notice of Addition of Land containing the following provisions:

- () A reference to this Declaration, which reference shall state the document number of the Williamson County Official Records wherein this Declaration is recorded;
- () A statement that the provisions of this Declaration shall apply to the added land; and
- () A legal description of the added land.

ARTICLE III GENERAL RESTRICTIONS

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

3.01 Antennae. No exterior radio or television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

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

3.04 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of the Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be place or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.06 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

3.08 Repair of Building. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the Prior written approval of the Architectural Committee.

~~3.10 Roofing Materials. No reflective roofing materials are permitted on any Improvement.~~

~~3.13.10~~ Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision.

~~3.12~~ Mailbox. ~~The mailbox for each single family residential structure constructed within the Property shall be encased or enclosed in a structure which shall be of the same design and constructed of the same materials as (or of design and materials complimentary to the exterior of the appurtenant single family residential structure.~~

~~3.13.11~~ Garbage Containers. The Architectural Committee shall have the right to require each owner to specify a specific location for trash service.

~~3.14.12~~ Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. ~~No elevated tanks of any kind shall be erected, placed or permitted on any Lot.~~ All tanks shall be screened so as ~~not to be visible~~ minimize visibility from any other portion of the Property.

3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type or installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbeque pits while attended and in use for cooking purposes.

3.18 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the

nature, size, duration and location of such structure.

3.19 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.20 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No Automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.21 Mobile Homes, Travel Trailers and Recreational vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.22 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property, nor shall any other Improvement be constructed thereon without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

3.23 Animals - Household Pets. [Except as expressly provided herein](#), no pigs, hogs, swine, wild animals, horses, ~~cattle, sheep, goats~~ or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, but not including poultry or other fowl may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be

clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed so as to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.24 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) hereof.

3.25 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot ~~withing~~within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.26 Compliance with Provisions of Green Haven Ranch Restrictions. Each Owner shall comply strictly with the provision of the Green Haven Ranch Restrictions as the same may be amended from time to time. Failure to comply with any of the Green Haven Ranch Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.27 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE IV RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing, and such other Improvements as are necessary or customarily incident to residential use. Lot —1 of Block D of the Plat may be used for organic gardening. ~~—a farmer's market, and education of organic gardening techniques.~~

4.02 Building Height. No Improvement greater than thirty-five (35) feet in height or more than two stories may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

4.03 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. All single family dwellings shall contain not less than 2,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carport. Each residence shall have a minimum two-car attached garage or detached garage with side entry garage doors. ~~All driveways shall be made of concrete.~~

4.04 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee. All homes must comply with the following green building techniques and requirements:

- a) 14 SEER heating/air conditioning system or greater
- b) HVAC duct leakage no greater than 10%
- c) Pleated media filters in HVAC system
- d) Compact or tube fluorescent light bulbs throughout home
- e) 4 ceiling fans minimum
- f) Energy Star rated windows and doors
- g) Energy Star rated kitchen and laundry appliances
- h) Water-saving plumbing fixtures
- i) Low VOC paints and caulk
- j) Required third party home inspection to determine energy efficiency rating upon home completion
- k) Construction waste recycling program during home construction
- l) Other green building techniques such as solar power, wind power and rain water harvesting are encouraged

4.05 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by a building line, if any, shown on the Plat of the Subdivision or twenty-five (25) feet. No building shall be located nearer than five (5) feet to any interior side Lot lines. No building shall be located nearer than ten (10) feet from any rear Lot line. For purposes of these covenants, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot.

4.06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

ARTICLE V

Contract for solid waste disposal services to be used by all residents of the Subdivision.

5.05 Roadway and Common Areas. The Association shall be required to maintain all private streets and roadways within the Property which have been completed but not accepted by the appropriate governmental entity for maintenance. The Association shall be responsible for maintenance and repairs and is authorized to landscape, maintain and repair easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds, gardens, and other areas of the Property, as appropriate.

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members"). The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Michael Wiener and David Cavalier. The initial Voting Members shall hold office for a period of two (2) years after which time the Architectural Committee shall be appointed by the Board of Directors.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or property for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.06 Review of the Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in questions and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of the construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its

review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee

6.08 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.09 Work In Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.10 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to this Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

6.11 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of David Cavalier, [7000 N. Mopac, Suit 3-200013450 Research Boulevard, Suite 113](#), Austin, Texas [78731, 78750](#), at or such other address as may be designated from time

to time.

6.12 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

6.13 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall upon request issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and, shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon at six percent (6%) per annum on the highest rate allowed by law, whichever is less and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a street and landscape maintenance fund and separate garden maintenance fund into which all other monies paid to the Association shall be deposited from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the lesser of six percent (6%) or the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made apart of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be execute by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and

rights-of-way for the purposes of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitations, gas, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical clines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten(10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of

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

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

9.06 Enforcement and Nonwaiver.

Right of Enforcement. Any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Green Haven Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

Nonwaiver. The failure to enforce any provision of the Green Haven Ranch Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

Liens. The Association shall have the right when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.07 Construction.

(A) Restrictions Severable. The provisions of the Green Haven Ranch Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for the convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the _____ day of _____, 20__.

Declarant:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO: