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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
PLANNED UNIT DEVELOPMENT
OF
PRADERA ESCONDIDA RANCH
COMAL COUNTY, TEXAS**

11
12

13

INDEX TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
PLANNED LAND DEVELOPMENT OF
PRADERA ESCONDIDA RANCH

<u>ARTICLE OR SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
RECITATIONS		5
ARTICLE I	DEFINITIONS	6
ARTICLE II	RESERVATIONS, EXCEPTIONS, DEDICATIONS, EASEMENTS, AND TRACT PROTECTIVE AREAS	8
Section 1.	Subdivision Plat	8
Section 2.	Damages	8
Section 3.	Utility Easements	8
Section 4.	Access Easements	9
Section 5.	Entrance Roadways	9
Section 6.	Declarant's Easement	10
Section 7.	Contributing Zone Plan	10
Section 8.	Maintenance of Natural Landscape	11
ARTICLE III	USE RESTRICTIONS	
Section 1.	Single Family Residences	11
Section 2.	Architecture	11
Section 3.	New Construction Only, Etc.	12
Section 4.	No Nuisances	12
Section 5.	Permitted Use	12
Section 6.	Maximum Height	12
Section 7.	Minimum Area	12
Section 8.	Building Set-back Lines	13
Section 9.	Re-Subdivision	13
Section 10.	Necessary Temporary Facilities	13
Section 11.	Animals	13

Section 12.	Accumulation of Trash and Rubbish	13
Section 13.	Antennae	14
Section 14.	Outside Parking and Storage	14
Section 15.	Landscaping Guidelines	14
Section 16.	No Oil Development	15
Section 17.	Sewerage	16
Section 18.	Hunting and Firearms	16
Section 19.	Tract Consolidation	16
Section 20.	Fences	17
Section 21.	Building Materials	17
Section 22.	Signage	18
Section 23.	Garages	19
Section 24.	Maximum Impervious Cover	19
ARTICLE IV	PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS OR MODIFICATIONS THERETO	19
Section 1.	Existing Property	19
Section 2.	Additions to the Existing Property	19
Section 3.	Master Plan	20
Section 4.	Amendment	20
ARTICLE V	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	21
Section 1.	Membership	21
Section 2.	Voting Rights	22
ARTICLE VI	PROPERTY RIGHTS IN THE COMMON FACILITIES	22
Section 1.	Members' Easements of Enjoyment	22
Section 2.	Title to Common Facilities	22
Section 3.	Extent of Members' Easements	23
Section 4.	Entry Gate	24
ARTICLE VII	COVENANTS FOR MAINTENANCE ASSESSMENTS	24
Section 1.	Creation of the Lien and Personal Obligation of Assessments	24
Section 2.	Purpose of Assessments	25
Section 3.	Basis of Annual Assessments	25
Section 4.	Special Assessments for Capital Improvements	25
Section 5.	Change in Annual Assessments	25
Section 6.	Quorum for Any Action Authorized Under Sections 4 and 5	25

Section 7.	Date of Commencement of Annual Assessment Due Dates	26
Section 8.	Duties of the Board of Directors	26
Section 9.	Effect of Non-Payment of Assessments, The Lien Remedies of the Association	26
Section 10.	Subordination of the Lien to Mortgages	26
Section 11.	Exempt Property	27
ARTICLE VIII WILDLIFE MANAGEMENT PLAN PARTICIPATION AND AD VALOREM TAX MATTERS		27
Section 1.	Wildlife Management Plan	27
Section 2.	Ad Valorem Tax Matters	27
Section 3.	Entry to Implement Wildlife Management Plan	29
ARTICLE IX MASTER DESIGN COMMITTEE		29
Section 1.	Preservation of the Natural Environment	29
Section 2.	Approval of Plans	29
Section 3.	Membership in Committee	30
Section 4.	Turnover to Association	30
Section 5.	Submission of Plans	31
Section 6.	Powers	31
Section 7.	Limitations of Liability	31
Section 8.	Approved Contracts	31
Section 9.	Construction	32
Section 10.	Construction Regulations	32
Section 11.	Drainage Considerations	35
Section 12.	Front Yard	35
Section 13.	Other Matters	35
ARTICLE X ON-SITE INSPECTIONS		36
Section 1.	Caves and Sinkholes	36
Section 2.	Site Improvements	36
Section 3.	“AS IS, WHERE IS”	38
ARTICLE XI MISCELLANEOUS		40
Section 1.	Enforcement	40
Section 2.	Limitations of Liability	40
Section 3.	Partial Invalidity	40
Section 4.	Laws and Regulations	40
Section 5.	Duration	40
Section 6.	Titles	40
Section 7.	Governing Law	40
Section 8.	Interpretation	41

Section 9.	Omissions	41
Section 10.	Gender & Grammar	41

LIST OF EXHIBITS

Exhibit A – Master Design Guidelines	A1
Exhibit B – Land Plan	A35
Exhibit C – Lot Set Back Table	A36
Exhibit D – Roan Maintenance Amortization Schedule	A37

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
PRADERA ESCONDIDA RANCH
COMAL COUNTY, TEXAS**

**THE STATE OF TEXAS §
 §
COUNTY OF COMAL §**

THIS DECLARATION is made on the date hereinafter set forth by EQUITIS SOLUTIONS, LLC, hereinafter referred to as **“Declarant”**.

RECITATIONS:

1. Declarant purchased a 203.9 acre tract of land described in instrument recorded in Document No. 202006047363 of the Comal County Real Property Records, Comal County, Texas (the “Property”) located in Comal County, Texas

2. Declarant subdivided the Property into fifteen (15) tracts, each tract containing approximately thirteen (13) acres, more or less, said tracts being more specifically shown on the Land Plan attached hereto as Exhibit B and incorporated herein for all purposes.

3. Declarant conveyed twelve (12) of the tracts to third parties.

4. Declarant platted a portion of the Property of record as follows:

Pradera Escondida Ranch Subdivision, Comal County, Texas, according to plat thereof recorded in Volume _____, Page _____ of the Map and Plat Records of Comal County, Texas;

5. It is the desire and intention of the Declarant to restrict not only this 203 acre tract, also any and all of the following described lands which are subjected to this Declaration of Covenants, Conditions, Easements and Restrictions (the **“Declaration”**) by virtue of a duly recorded Annexation Certificate in accordance with the terms of Article III below and also any and all of the additional properties described in Section 2 of Article III below which are subjected to this Declaration by virtue of a duly recorded Annexation Certificate:

(a) Any lands located within 10,000 feet of the lands described in subparagraph above.

6. It is the desire and intention of the Declarant that all of the land subjected to the Declaration (such land being hereinafter referred to as the **“P.L.D.”**) shall be restricted according

to a common plan as to use and permissible construction, so that all of the P.L.D. shall be benefitted and each successive owner of all or any part of the P.L.D. shall be benefitted by the preservation of the value, character and desirability of the P.L.D.

7. Declarant desires to ensure the preservation of the values and amenities in the P.L.D. and to provide for the maintenance of the **Common Facilities** (as that term is defined hereinafter in Article I, Section 1) and to this end desires to, subject the P.L.D. (together with such additions as may be made thereto as provided herein) to the covenants, restrictions, conditions, easements, reservations, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the P.L.D., the owners thereof and the subsequent Owners of Tracts therein.

8. For the efficient preservation of the values and amenities in the P.L.D., Declarant has deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

9. A non-profit, corporate homeowners' association has been or shall be incorporated under the laws of the State of Texas for the purpose of exercising these functions as to PRADERA ECONDIDA RANCH HOMEOWNERS' ASSOCIATION, INC., and the Declarant desires to subject the P.L.D. (as defined in Article I, Section 1(k) below) and the respective Owners of property within it to the jurisdiction of said homeowners' association, which is anticipated to be called "ESCONDIDA RANCH HOMEOWNERS' ASSOCIATION, INC."

NOW, THEREFORE, Declarant declares that all of the property within the P.L.D. is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, conditions, easements, reservations, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Amended or Supplemental Declaration or Certificate of Annexation (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the non-profit corporate homeowners' association described in paragraph 7 of the preceding page, its successors and assigns as provided for herein.
- (b) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and in the By-Laws of the Association.
- (c) "Common Facilities" shall mean and refer to all property leased, owned or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not

necessarily shall include nor be limited to, the following: private streets and rights-of-way, esplanades and/or landscaped areas located within a street right-of-way, Tracts designated on the Subdivision Plat as a private street, "greenbelt" or park, bridges, drainage culverts and facilities, subdivision entrance(s), gated entrances, postal facilities, park areas, signage, landscaping, fences, walls, ponds, dikes, bridges, safety lanes, jogging, walking, and/or biking trails or paths, and other similar or appurtenant improvements.

- (d) "Declarant" shall mean and refer to Equitis Solutions, LLC, a Texas limited liability company, and those successors or assigns to whom it transfers of record some or all of its rights as Declarant.
- (e) "Living Unit" shall mean and refer to a single family residence and its ancillary buildings situated upon a Tract.
- (f) "Tract or Lot" shall mean and refer to any of the plots of land on the above described Land Plan and to any numbered plots of land identified on recorded plats of other tracts of land annexed hereto, save and except those designated to be Common Facilities. The Tracts in the Subdivision Plat of Pradera Escondida Ranch Subdivision which are designated to be Common Facilities are the following:
 - (1) Lot 1000, being 8.79 acres, more or less, which is designed as private streets identified as "Tierra Robles," and "Escapada".
- (g) "Master Design Committee" shall mean and refer to the committee created by the Declarant pursuant to the provisions of Article VII hereof.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.
- (i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or an undivided interest in any Tract or portion of a Tract, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- (j) "Properties" shall mean and refer to the Property (as defined in paragraph 1 of the Recitations) and all additions to the P.L.D. as are annexed hereto pursuant to the provisions of Article II, Section 2 hereof.
- (k) "P.L.D." shall mean the 203.9 acre tract described in paragraph 1 of the Recitations, together with any and all other properties which subsequently are annexed hereto in accordance with the terms of Article IV below, and sometimes herein is referred to as "Pradera Escondida Ranch Subdivision".
- (l) "Subdivision Plat" shall mean and refer to the map or plat of Pradera Escondida Ranch Subdivision as filed for record in the Map and Plat Records of Comal County, Texas, and any amendments thereof upon filing of the same for record in the Map and Plat Records of Comal County, Texas, together with the plat of any

other tract of land annexes to the P.L.D. pursuant to the provisions hereof and recorded in the Map and Plat Records of Comal County, Texas.

ARTICLE II

RESERVATIONS, EXCEPTIONS, DEDICATIONS, EASEMENTS, AND TRACT PROTECTIVE AREAS

Section 1. Subdivision Plat. The Subdivision Plat for use in certain private streets and easements shown thereon. Such Subdivision Plat further establishes certain dedications, easements, limitations, conditions, requirements, reservations and restrictions applicable to the Properties. All dedications, easements, limitations, conditions, requirements, reservations and restrictions shown on the Subdivision Plat are incorporated herein and made a part hereof 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 executed by or on behalf of Declarant, conveying any part of the Properties.

The recorded Subdivision Plat of one or more units of the P.L.D. contains or may contain the following or a similar dedication thereon:

“The owner of the land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.”

Notwithstanding such dedicatory language on the Subdivision Plat, the P.L.D. is being platted as a Planned Land Development pursuant to (COMAL COUNTY REGULATIONS) and no streets, alleys, parks, watercourses, drains or easements which are specified on the plat to be **private** streets, alleys, parks, watercourses, drains or easements shall be deemed to be public. For example, Tract 1 is specified on the Subdivision Plat to be a **private** street named “Tierra Robles,” and “Escapada”, and it shall not be deemed to be a public street.

Section 2. Damages. Neither Declarant nor its officers, nor its directors, nor the Master Design Committee, nor any member of the Master Design Committee shall be liable for any damages done to driveways, fences, grass, shrubbery, trees, flowers or other landscaping or improvements now or hereinafter situated on, in under, over or through any part of the Properties by any utility or service company or any of their respective assigns, contractors, agents, employees or servants, using any easements (whether now or hereafter in existence), located on, in, under, over or through any part of the Properties.

Section 3. Utility Easements. Non-exclusive perpetual **above ground** utility easements are hereby reserved and dedicated under and across the private streets in the P.L.D. and over, upon and across a fifteen foot (15’) wide strip along each side, front and rear Tract line for the purpose of installing, maintaining, replacing and repairing, or conveying to proper parties so that they might install, maintain, replace and/or repair electric power, water, telephone, television, drainage and/or any other similar utility lines, facilities, and services for the Tracts and Common Facilities in the

P.L.D. Transformers, pull-boxes, meter boxes or similar facilities may be required near the point at which a utility line enters a Tract or near the point of termination of a utility line along the boundary line of a Tract. The easements reserved and dedicated hereby shall be for the general benefit of the P.L.D. and shall be used by the respective utility and/or cable and/or service companies as conservatively as possible with the least destruction and/or damage possible to trees, shrubs, grass and other habitat. Insofar as is possible, the companies using these easements shall coordinate with the management of the Association in determining the exact location of the utility lines and facilities. These easements shall inure to the benefit of, and may be used by any public or private utility or cable company entering into the P.L.D. for the purpose of providing services to Tracts within the P.L.D., without the necessity of any further grant of such easement rights to such utility companies. The Declarant is in no way obligated to install any such utilities.

If two or more Tracts are combined for one homesite and a residence is constructed on such homesite, the combined area shall be considered as one Tract for purposes of determining the utility easements granted hereby, unless and until a second residence is constructed on the homesite, in which event the utility easements shall revert to be as originally created hereby.

Section 4. Access Easements. There is hereby reserved and dedicated a non-exclusive perpetual easement and right of ingress and egress across, over, and under the private streets in the P.L.D. for the sole purpose of installing, replacing, repairing, and maintaining all Common Facilities and **utilities** serving the P.L.D., including, but not limited to, water, telephone, electricity, drainage, television cable and all appurtenances thereto. These access easements shall inure to the benefit of, and may be used by, any public or private utility, cable or service company entering into the P.L.D. for such purposes, without the necessity of any further grant of such easement rights to such utility, cable or service company, and also may be used for access to additional development land.

In the event a future public water system is the water provider for the P.L.D. then pursuant to its requirements, the following paragraph is hereby inserted in the Declaration:

“Utility Providers-Repair, Replacement and Operations Services: Utility providers (electrical, potable water, waste water, cable television, natural gas, and telephone services) shall not be required to obtain permission of the Association, or its membership to enter upon the private roadways or to temporarily remove portions thereof, as reasonable and necessary for the installation, operation, maintenance and repair of the service line and/or conduits, providing services to the residents of the subdivision. However, this consent is conditioned upon the agreement of the utility provider to repair that portion of the roadway so removed or disturbed, using good workmanship and materials, within a reasonable time.”

Section 5. Entrance Roadways. The Owner of any individual Tract or Tracts shall construct or cause to be constructed, at his or their own expense, an entrance driveway in conformity with the plan and design therefor which must have been previously approved by the Master Design Committee. All entrance driveways shall be at least twelve feet (12’) wide at the entrance to the street and must be constructed with stone, flagstone, concrete, asphalt, brick or

other materials approved under the Master Design Guidelines. All driveways must be completed at the time the residence is completed. If a culvert is required under the entry drive, it must be a corrugated metal pipe culvert with concrete poured around the inlet and outlet ends no less than 3 times the diameter of the pipe in width and no greater than a 45° slope.

Section 6. Declarant's Easement.

(a) Declarant hereby reserves, for the use of Declarant, its successors and assigns forever, a perpetual non-exclusive ingress-egress and access easement over the private streets (the "Streets") in the P.L.D., for the purpose of providing access between Tierra Robles Drive, Escapada Drive and Ammann Road, and the "Additional Lands" described in Section 7 of Article II of the Declaration. The "Additional Lands" are those lands also described in paragraphs 2 and 3 of the "Recitations" of the Declaration, whether or not such lands have been platted and/or annexed into the P.L.D. The Declarant's Easement shall be deemed to be a burden upon title to the Streets from the date hereof.

(b) From the date hereof, the Declarant's Easement shall be deemed to be appurtenant to all such "Additional Lands" as are currently owned by Declarant. The Declarant's Easement also shall be deemed to be appurtenant to all part(s) of the remainder of the "Additional Lands" simultaneously with the conveyance of such part(s) to Declarant (regardless of whether such lands have been platted and/or annexed into the P.L.D.).

(c) Declarant hereby reserves the right to convey the Declarant's Easement to any current or successive owner or owners of any part of the "Additional Lands" (regardless of whether such lands have been platted and/or annexed into the P.L.D.); and the Declarant's Easement shall be deemed to be an easement appurtenant running with title to and for the benefit of any such "Additional Lands" simultaneously with the conveyance of the Declarant's Easement to such owner or owners.

(d) As to such portions of the "Additional Lands" which are not currently owned by Declarant, the Declarant's Easement shall be deemed to be an easement in gross running to the benefit of Declarant until such time as (I) such portions are owned by Declarant (as describe in sub-paragraph b above) or (ii) Declarant conveys the Easement to the owner(s) of such portion (as described in subparagraph c above).

Section 7. Contributing Zone Plan. Each prospective Tract Owner is hereby notified that the PRADERA ESCONDIDA RANCH, P.L.D. is located within the Contributing Zone of the Edwards Aquifer and that it is subject to an approved "Edwards Aquifer Contributing Zone Plan" (the "CZP"). The Letter of Approval from the Texas Commission On Environmental Quality ("TCEQ") is dated _____, 2021, and is recorded in Document No. _____ of the Real Property Records of Comal County, Texas. Each prospective Owner should obtain a copy of the Letter of Approval of the "CZP" by the "TCEQ". The Letter of Approval requires certain conditions to be met prior to commencement of construction, during construction and after completion of construction. The Letter of Approval states, "Upon legal

transfer of this property, the new owner(s) is required to comply with all terms of the approved Contributing Zone Plan". The Declarant hereby transfers to each Owner the responsibility for complying with the provisions and special conditions of the Letter of Approval, as it may be modified from time to time, insofar as such provisions and special conditions cover the respective Tract(s) owned by each Owner; and by acceptance of a Deed to the Tract, each such Owner shall thereby assume responsibility for meeting all provisions and specific conditions of the Letter of Approval insofar as they pertain to his respective Tract(s).

Section 8. Maintenance of Natural Landscape.

- (a) Each Tract Owner is responsible for protecting and maintaining native trees and other vegetation located on his Tract both during and after construction.
- (b) Each prospective Tract Owner is hereby notified that trees can be injured and/or suffocated and killed due to trenching, excessive fill and/or soil compaction.
- (c) Each prospective Tract Owner is hereby notified that pruning trees without treating the wounds can lead to oak wilt, which occurs in the Texas Hill Country. Declarant makes no warranties concerning the health of the trees and other vegetation on the Tracts. Declarant is not responsible for the health of the trees and other vegetation on the Tract. By purchasing the Tract, each Tract Owner shall thereby be assuming the sole responsibility for maintaining the trees and other vegetation on the Tract purchased. Each Tract Owner hereby releases Declarant, its directors, officers, and agents, from any liability arising out of or in connection with the future health of the trees and other vegetation on the Tracts.

ARTICLE III

USE RESTRICTIONS

Section 1. Single Family Residences. The Properties shall be used only for the development of private single family residences and buildings appurtenant thereto and Common Facilities serving the Owners and residents thereof, as outlined in the Master Design Guidelines and approved by the Master Design Committee.

Section 2. Architecture. The goal of the Pradera Escondida Ranch architectural restrictions and Master Design Guidelines are to provide guidance for homes with superior designs based upon traditional styles as well as Texas Hill Country contemporary, modern, and transitional styles. Design, proportion, detail and material selections are as critical as style in creating a well-designed home. All of these factors will be considered when reviewing submittals. Exterior materials are to be square or rectangular shaped rock (no random laid rock), stucco, or tumbled/soft edged brick (no square edge brick). Roofs shall be standing seam metal, dark earth tone concrete tile, flat clay tile (earthtone in color), barrel clay or tile (earthtone in color), or flat natural slate materials.

Architectural styles should make every effort to be traditional in nature, utilizing stone and/or stucco that blend with the natural environment.

Section 3. New Construction Only, Etc. As outlined in the Master Design Guidelines, any and all structures, fences, walls, recreational facilities or other improvements erected, altered or placed on any portion of the Properties shall be of new construction and shall be built in place unless otherwise approved by the Master Design Committee. Except as provided in Section 10 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, decks, or other out-buildings shall be used anywhere on, in or within the Properties at any time.

Section 4. No Nuisances. No noxious, offensive, undesirable or unlawful activity shall be conducted upon any portion of the Properties nor shall anything be done or permitted to be done thereon which may be or may become a nuisance or annoyance to the Owners of adjacent Tracts or to the P.L.D. as a whole. Nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Tract, part of the Common Facilities or otherwise, endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties. Any determination by the Committee that an activity-is noxious, offensive, undesirable, unlawful or a nuisance or annoyance shall be final and binding on all parties.

Section 5. Permitted Use. Only one private single family residence may be constructed or otherwise placed upon any one Tract. A private single family residence may be comprised of several buildings, including, but not limited to, a garage, a barn, a pool house, a gazebo, a guest-house and/or any other out-buildings ancillary to the main house, subject to the approval of the Master Design Committee; provided, however, that the main house must be constructed prior to any ancillary buildings. No above ground swimming pools will be allowed unless approved by the Master Design Committee. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

Section 6. Maximum Height. No building or structure erected, altered or placed on, or within the Properties shall exceed thirty-six feet (36') in height (measured from the top of the foundation to the topmost part of the roof), subject, however, to the approval of the Master Design Committee. All applicable governmental ordinances, regulations, and statutes with respect to the maximum height of building and structure shall be complied with at all times.

Section 7. Minimum Area. No single-story residence shall contain less than two thousand eight hundred (2,800) contiguous square feet of living area, unless otherwise approved in writing by the Master Design Committee. No two-story residence shall contain less than three thousand two hundred and fifty (3,250) square feet of living area, of which at least two thousand five hundred (2,500) contiguous square feet are located on the first floor, unless otherwise approved in

writing by the Master Design Committee. Such minimum area requirements shall be exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Section 8. Building Set-back Lines. No structure, other than fences and/or walls, shall be located on any Tract nearer to the Tract front property line than the setback distances shown on the attached Setback Table (Master Design Guidelines, Exhibit C). If a residence is constructed on a homesite consisting of more than one Tract, however, the combined area shall be considered as one Tract for purposes of this provision. These set-back lines may be adjusted by the Committee, if, in its sole discretion, the prescribed distances are not feasible and the set-back lines may be reduced without adversely affecting the neighbors or the integrity of the P.L.D. Likewise, they may be increased by the Committee for the protection of environmental features or because of geographical or topographical features.

Section 9. Re-Subdivision. No Tract may be re-subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded plat of the P.L.D. unit in which the Tract is located. In the event two or more Tracts are consolidated into one homesite, such consolidated homesite may not be re-subdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Tracts on its original plat.

Section 10. Necessary Temporary Facilities. Notwithstanding the other provisions of this Article III, Declarant reserves unto itself the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as it, in its sole discretion, may determine to be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements upon the Properties. In addition, each Owner shall have the right to erect, place, and maintain on his Tract such temporary facilities as may be necessary or convenient for construction of a residence thereon. Any temporary facilities used for purposes of storage of building materials or construction debris shall be placed or located in such manner that they are not visible from the Common Facilities or any part thereof and shall be allowed only during the period of residential construction. All residential construction debris shall be placed in a dumpster during construction and removed at completion of the residential construction.

Section 11. Animals. Normal household pets may be kept on a Tract, with the exception of swine. All pets must be restricted to the Tracts of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Tract shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Tract's fence lines.

Section 12. Accumulation of Trash and Rubbish. Except as provided in Section 10 of this Article, no trash, rubbish, garbage, manure or debris of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting

garbage pickup, said containers shall be kept in an area of the Tract adequately screened from view by planting or fencing, and shall be subject to the approval of the Master Design Committee. No burning of trash or brush shall be permitted within the P.L.D., except by the Declarant.

Section 13. Antennae. No visible television or radio antennae shall be placed, allowed or maintained on any Tract or on any structure located on any Tract or on any other portion of the Properties. Any satellite dishes visible from other Tracts or Common Facilities must be fully screened on a year-round basis and must be approved by the Committee prior to installation. This screening must effectively eliminate the visibility of such “dishes” from all other Tracts and Common Facilities and must be approved by the Master Design Committee. Any satellite dishes which have a diameter of 18 inches or less may be exempted from the requirements of the two preceding sentences if the Master Design Committee approves such exemption.

Section 14. Outside Parking and Storage.

(a) No boat, trailer, camping unit, recreational vehicle or self-propelled or towable equipment or machinery of any sort shall be parked for storage on any Tract except in a closed garage or in an area adequately screened by planting or fencing, so that such item cannot be viewed from any other Tract or Common Facility, nor shall any truck, camper, recreational vehicle, boat, trailer, equipment, or machinery be parked in front of any residence for a period in excess of twenty-four (24) consecutive hours. Both the Master Design Committee and the Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Tracts and the Common Facilities, as either may from time to time deem necessary to ensure the preservation and appearance of the P.L.D.; and such rules and regulations shall be in all respects binding on and enforceable against Tract Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in use as set forth in this Section.

(b) During the construction of improvements on a Tract, necessary construction vehicles may be parked thereon for and during the time of such necessity, subject to and in accordance with the terms of this Declaration and the Master Design Guidelines.

Section 15. Landscaping Guidelines. The distinct character of the natural landscape of the Properties, beyond the natural rolling topography, is primarily a combination of mature trees, understory vegetation, brush, and native grass pasture. The variety of height, color, density and distribution of vegetation gives the Texas Hill Country its unique habitat. While there are many different types of trees in the Hill Country area, the Live Oak, Elm, and Red Oak are the most prevalent at Pradera Escondida Ranch. Standards for preservation of the natural environment at Pradera Escondida Ranch will apply not only to trees and brush, but also to ground cover. Native wild grasses and wildflowers shall be preserved as the predominant ground cover. Only South Texas and Central Texas native plants will be allowed as described in subparagraph (b) below.

(a) Landscaping. Landscaping is required along the front elevation of the residence, along with irrigated landscaping along ten feet (10') of either side of all drive approaches and fifty percent (50%) of all Tract frontage, both on main and side streets. Landscaping is required at time of completion of residence. This work shall include the restoration of all disturbed areas in front of the residence. Landscape plans shall include an irrigation system where needed and must be submitted for approval.

(b) Approved Plants. The approved plants for the Tract shall be the Plant List for Southern Texas Plains and Plant List for Edward Plateau, both as published by the Lady Bird Johnson Wildflower Center. Deer "resistant" plants are encouraged.

(c) Protecting and Preserving Plants. Care should be taken to protect all plants within the Properties, therefore, all improvements should be sited to avoid existing trees if at all possible. Prudent harvesting of Juniper is encouraged.

(d) Site Work. Each Owner is encouraged to be creative in the design process and to plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways where practical. Structures should be limited to the area on the site where drainage, soil and geological conditions will provide a safe foundation.

(e) Equipment. Track mounted equipment may be not be used outside the Building Envelope, as hereinafter defined, as the natural appearance of the Tract would be severely damaged. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the Owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Master Design Committee at the expense of the Owner.

(f) Harmonious View. All landscaping, foundations, statuary, mailboxes, house numbers, sidewalks, driveways, lighting or other improvements on any Tract which are not concealed from view from every other Tract and from the streets and other Common Facilities, must be harmonious and in keeping with the overall character and aesthetics of the Properties.

(g) Approvals. All landscape plans and plans for other improvements on a Tract shall be submitted to the Master Design Committee for its approval, or disapproval, prior to the construction, alteration and/or placement of such items.

Section 16. No Oil Development. No oil or natural gas drilling, oil or natural gas or mineral development, oil refining, quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties; nor shall oil or natural gas wells, tanks or tunnels, or mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas or minerals shall be erected, maintained or permitted upon, in or within any portion of the Properties.

Section 17. Sewerage. No outside toilets shall be used, constructed or permitted except during the construction of a single family residence, during which time there must be a portable toilet on site. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the P.L.D., or onto or into anybody of water located on the P.L.D. No means of sewerage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewerage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Tract shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewerage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Section 16 is not meant to prohibit any “gray water” systems which are approved by the Master Design Committee and all applicable governmental authorities.

Section 18. Hunting and Firearms. Hunting is allowed only with archery equipment or shotgun and only by Owners on their Tracts within the P.L.D for the purpose of Wildlife Management. No rifles, pistols or other firearms may be discharged thereon at any time.

Section 19. Tract Consolidation.

(a) Any Owner owning two or more adjoining Tracts, or portions of two or more such Tracts, may with the prior approval of the Master Design Committee, consolidate such Tracts or portions thereof into a single building site for the purpose of constructing thereon one residence and such other ancillary improvements as are permitted herein. So long as the two or more original Tracts are under common ownership and only one single family residence is located thereon, they shall be assessed as one Tract. Such assessment shall be called herein the “Consolidation Assessment” and such Tracts shall be called the “Consolidated Tract.”

(b) If: (i) construction of a second residence commences on the Consolidated Tract; or (ii) title to the individual Tracts no longer is under common ownership, (the earlier of such events being herein called the “Separation Event”), the eligibility for the Consolidated Assessment shall terminate immediately and each individual Tract shall be assessed as an individual Tract pursuant to Article VII hereof for the year in which such Separation Event occurs.

(c) Additionally, each individual Tract so “separated” shall immediately bear an assessment equal to that which would have been assessed against it for the previous four (4) years had it not been consolidated pursuant to Subsection (a) above (such assessment for the previous four years being herein called the “Roll-back Assessment”).

(d) The Roll-back Assessment shall be both a lien against the individual Tract so “separated” and the personal obligation of the Owner of such Tract as of the day immediately following the day the Separation Event occurs.

(e) If three (3) or more Tracts have been consolidated into one Consolidated Tract and a Separation Event occurs, then if the two or more remaining Tracts adjoin each other and continue to be under common Ownership with only one residence constructed thereon, the Owner of such Tracts may petition the Master Design Committee to continue the classification of such Tracts as a Consolidated Tract eligible for a continuation of the Reduced Assessment; and the Master Design Committee may, in its sole discretion, determine to continue such classification as to the remaining adjoining Tracts and may determine to continue the Reduced Assessment for such Owner.

Section 20. Fences. No fence may be constructed on any Tract nearer than forty feet (40’) to the front Tract line (herein called the “Front Fence Setback Line”) of the Tract. All fences must be constructed behind the Front Fence Setback Line. Plans for fencing must be submitted to the Committee for approval or disapproval. All fences must be installed by a professional fence contractor.

(a) Tract perimeter fencing (including the front fence) shall consist of the following:

Corner posts must be Cedar with a diameter of 8” with an “H” brace at all corners and at all gates. Cedar posts shall be used between all corner posts and between all in line “H” braces. Tract perimeter fencing shall be constructed in accordance with the Master Design Guidelines, Section 2.8 (Site Development Guidelines)

(b) No “deer proof” fencing or any fencing above the height of 56 inches shall be permitted.

(c) No chain link fencing shall be used for enclosures within a particular Tract’s property lines.

(d) Privacy fencing is allowed in particular situations such as screening for swimming pools, but it shall not encroach upon the back or side set-back lines. Site walls shall be reviewed on a case by case basis if located on the property line and up to the front elevation of the residence. Site walls must be stucco and/or rock with similar colors to the residence and a maximum height of seventy-two inches (72”).

Section 21. Building Materials. Building materials and architectural guidelines have been established to create a harmonious residential community. Guidelines have been established for such items as, but not limited to, exterior construction, finishes, roofing materials, roof pitch, driveways, windows, porches, paving materials and building massing. All construction must be in accordance with the following guidelines, unless otherwise approved in writing by the Committee:

(a) Building Colors. Colors for the body of the house (whether stone, plaster, or tumbled/soft edge brick) should be compatible with the surrounding native landscape. Choice of color should be limited to earthtone or muted colors chosen to blend, rather than to contrast, with the residence's surroundings.

(b) Accent Colors. Accent colors on front doors, window sash and screens or other incidental elements are permitted as long as, in the opinion of the Master Design Committee, the accent does not overwhelm the building's basic color or create a visual distraction from the street, adjacent Tract, or Common Facilities.

(c) Roofs. Roofscapes form an important part of the visual environment; they must be carefully designed. Roofs may be constructed with only the following materials.

- (i) Dark earthtone concrete tile
- (ii) Earthtone standing seam metal or natural metal colors.
- (iii) Earthtone flat clay tile
- (iv) Earthtone barrel clay tile.
- (v) Flat natural slate material

All sloped roof materials used at must be approved by the Master Design Committee. Roof mounted mechanical equipment is prohibited on any roof, unless in the judgment of the Master Design Committee it does not adversely affect views from streets, other Tracts, or Common Facilities. When permitted such equipment must be screened from view from streets, other Tracts, or Common Facilities.

(d) Materials – Exterior Surfaces. A minimum of 80% of the body of the primary residence must be constructed of stone, stucco, or tumbled/soft edge brick. Outbuildings in general should be of similar construction in the main body of the residence, although other materials such as wood may be allowed on a case by case basis. All chimneys must be constructed of stone or stucco.

Section 22. Signage. No advertising signs or billboards of any kind shall be displayed to the public view on any portion of the Properties, except that one (1) sign of not more than six (6) square feet may be used by an Owner to advertise a residence located on, in or within the Properties for sale or rent, or by a builder to advertise a residence within the Properties for sale during the construction and sales period, or by the Declarant pursuant to Section 10 hereof, all such signs to be subject to the approval of the Master Design Committee. This provision shall not be deemed to prohibit the posting of any signage required or recommended by the Texas Commission on Environmental Quality, any such signage to be subject to the approval of the Master Design Committee as to size, appearance, design and location. Nor shall this provision be deemed to prohibit the posting of any safety, advisory or warning signage or traffic control signage recommended by the Declarant or the Association, any such signage to be subject to the approval of the Master Design Committee as to size, appearance, design and location.

Section 23. Garages. Unless otherwise approved in writing by the Committee, no garage may be sited on a Tract so that it opens facing a street. Garages may be required to provide additional screening with landscaping or a site wall. The use of single car garage doors are encouraged.

Section 24. Maximum Impervious Cover. In order to comply with TCEQ Edwards Aquifer Protection requirements, the maximum allowable impervious cover (i.e. rooftops, paving, flatwork, etc.) on each residential tract shall be 30,000 sq. ft. The Master Design Committee has the authority to enforce this restriction.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS OR MODIFICATIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is all of the real property covered by the plat of PRADERA ESCONDIDA RANCH, P.L.D., Comal County, Texas, as described in paragraph 1 of the Recitations, all of which real property is sometimes hereinafter referred to as the “**Existing Property**”.

Section 2. Additions to the Existing Property. Additional properties may become subject to this Declaration and made a part of the P.L.D. in the following manner:

(a) Additions by Declarant. From the date hereof to _____, _____, Declarant, its successors and assigns, shall have the right to bring additional properties (whether or not within the lands described in paragraphs 2 and 3 of the Recitations) within the scheme of this Declaration in future stages of development without the consent of other Owners being required, provided such additional properties are located adjacent to or within the vicinity of and South, West, North or East of the lands described in said paragraphs 2 and 3. Any such additions shall be made by filing in the Real Property Records of Comal County, Texas, either a Certificate of Annexation and/or an Amended or Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and the execution thereof by Declarant shall constitute all requisite evidence of the required approval thereof. Such Certificate of Annexation or Amended or Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands. In no event, however, shall any such Certificate of Annexation or Amended or Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property, or to other lands previously annexed into the P.L.D., unless such Certificate of Annexation

or Amended or Supplementary Declaration is approved by the Owners in accordance with Section 4 of this Article III.

(b) Other Additions. The owner of any other property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, must file a written submission to the Association containing the following:

- (1) the size, location and proposed use of the proposed property;
- (2) the nature and extent of site improvements and Common Facilities to be located on the proposed property;
- (3) an affirmation that the proposed addition, if made, will be subject to all Association assessments; and
- (4) any additional information requested by the Association.

If the submission is approved in writing by two-thirds (2/3) of each class of the Members, then the proponent thereof must file in the Real Property Records of Comal County, Texas, a Certificate of Annexation or a Supplementary Declaration of Covenants and Restrictions covering such additional property. Either the Certificate of Annexation or the Supplementary Declaration of Covenants and Restrictions must include evidence of the written approval of 2/3rds of the voting Members of each Class as defined hereinafter in Article IV.

Section 3. Master Plan. Although an Pradera Escondida Ranch Master Plan may have been prepared and submitted to and approved by the County of Comal , such Master Plan shall not bind Declarant to make any additions proposed therein, or to adhere to the Plan in any subsequent development of any tract of land proposed as an addition to the Existing Property.

Section 4. Amendment.

(a) By the Declarant. The Declarant has the right to unilaterally amend the Declaration at any time in the Declarant's sole discretion, as necessary for the development of the Property.

(b) By Owners and the Declarant Before the Control Transfer Date. Before the Control Transfer Date, the Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the combined total votes of Class A and Class B Members. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Comal County, Texas, which: (i) is executed by the Association's president; (ii) is acknowledged by the Association's secretary; (iii) sets forth the amendment, modification or extinguishment; and (iv) certifies that such amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the combined total votes of Class A and Class B Members. Notwithstanding anything herein

to the contrary, until the Declarant has sold all of the Tracts, the Members cannot amend or modify the Declaration if the amendment or modification will have an adverse effect on Declarant's sale of the remaining Tracts.

(c) By Owners After the Control Transfer Date. After the Control Transfer Date, the Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by at least fifty-one percent (51%) of the Members of the Association. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Real Property of Comal County, Texas, which: (i) is executed by the Association's president; (ii) is acknowledged by the Association's secretary; (iii) sets forth the amendment, modification or extinguishment; and (iv) certifies that such amendment, modification or extinguishment has been approved by at least fifty-one percent (51%) of the Members in good standing with the Association.

(d) By the Board. The Board may amend this Declaration without any vote of the membership for the purpose of complying with laws.

(e) Approvals. If required, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration may approve an amendment hereto.

Notwithstanding anything herein to the contrary, Declarant shall have the right at any time, at its sole discretion and without the joinder or consent of any Owner or other party, to amend this Declaration for the purpose(s) of correcting any error, omission, ambiguity or inconsistency appearing herein or in the Master Design Guidelines, or to correct any provision which may be inconsistent with any applicable governmental rule, regulation, ordinance, or statute, or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, its sole discretion, so long as the general scheme contemplated herein is not materially altered and no governmental approvals heretofore obtained by Declarant are being circumvented thereby. All such amendments shall be effective upon filing in the Real Property Records of Comal County, Texas.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee simple title to or an undivided interest in any Tract shall be a Member of the Association; provided, however, that any person or entity holding an interest in any such Tract or Tracts merely as security for the performance of any obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all those Owners as defined in Article I, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote per Tract in which they hold the interest required to be a member. 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 they jointly be entitled to more than one vote per Tract.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to Ten (10) votes for each Tract in which it holds the interest required by Section 1.

(c) Conversion. Class B Membership shall convert to Class A Membership upon the Control Transfer Date. The "Control Transfer Date" shall mean that point in time when the Declarant, at its sole option, shall cause an instrument transferring control to the Association to be recorded in the Official Public Records of Real Property of Comal County, Texas.

Upon the Control Transfer Date: (i) any remaining Class B Members shall become Class A Members; (ii) the Owners shall manage the Association; and (iii) the members of the Board at the time of conversion shall elect the Board. UPON THE CONTROL TRANSFER DATE AND ANYTIME THEREAFTER, THE ASSOCIATION SHALL INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DAMAGES OF EVERY KIND ARISING OUT OF THE DEVELOPMENT OF THE PROPERTY AND THE OPERATION OF THE ASSOCIATION.

Prior to the Control Transfer Date: (i) the Declarant shall manage the Association; and (ii) the Association shall reimburse the Declarant for any expenses incurred in such management.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Sections 2 and 3 of this Article V, every Member is hereby granted a non-exclusive common right and easement of ingress and egress and/or of enjoyment and use in and to the Common Facilities, and such right and easement shall be appurtenant to and shall pass with the title to every Tract.

Section 2. Title to Common Facilities. Declarant may retain legal title to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to maintain the same. Thereafter, Declarant shall convey the Common Facilities to the Association, subject to such title exceptions, easements and

other matters as Declarant deems appropriate. Declarant hereby reserves a **perpetual non-exclusive** right and easement of ingress and egress and of enjoyment and use in and to the Common Facilities, such right and easement to become effective at the time of the conveyance of the respective Common Facilities to the Association. Declarant specifically reserves a **perpetual non-exclusive** right and easement of ingress and egress and of enjoyment and use in and to the private streets and bridges within the P.L.D. for the benefit of any current or future owners of any part of the Additional Lands (as described in Section 7 of Article IV), whether or not such lands become a part of the P.L.D., such easement to become effective at the time of Declarant's conveyance of such easement and to be deemed to be appurtenant to such lands as are described in such conveyance.

Section 3. Extent of Members' Easements. The rights and easements of the Members created hereby in and to the Common Facilities shall be subject to the following:

- (a) The Declarant's rights and easements as described above and in Section 7 of Article IV above;
- (b) Any of the above described rights and easements which may have been or which may be conveyed by Declarant to an owner of any part of the Additional Lands';
- (c) The rights and easements existing or herein created in favor of others or as provided for on the Subdivision Plat and/or in Article IV hereof; and,
- (d) The rights of the Association, once it has obtained legal title to the Common Facilities as provided in the immediately preceding Section 2, to do the following:
 - (i) to borrow money for the purpose of constructing or improving the Common Facilities in accordance with the Articles of Incorporation and By-Laws of the Association;
 - (ii) to take such steps as are reasonably necessary to protect the Common Facilities against foreclosure;
 - (iii) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the Master Design Guidelines as determined from time to time by the Master Design Committee and/or any other published rules and regulations of the Association or the Master Design Committee;
 - (iv) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities; and,

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

Section 4. Entry Gate. The entry gate operation is an important aspect of the P.L.D. The front entry gate at Ammann Road shall remain open and unlocked during daylight hours (7:00 a.m. to 7:00 p.m.) in order to allow construction and development traffic and traffic related to the sale of Tracts and/or homes to access the P.L.D. during those daylight hours, until the later of: (i) such time as all Tracts platted within the P.L.D. have been sold; or (ii) the Control Transfer Date. Gate operation hours may be adjusted depending on types of construction activity and length of daylight (particularly during daylight savings). This provision cannot be modified unless and until all of the following persons and/or entities agree in writing evidenced by an Amendment hereto recorded in the Real Property Records of Comal County, Texas: (1) the Declarant and (2) the then current Directors of the Association and (3) the then current owners of any of the Additional Lands to whom the Declarant has conveyed an appurtenant perpetual, non-exclusive ingress-egress easement over the private streets within the P.L.D. By acceptance of a Deed to any of the Tracts in the P.L.D., the grantee thereby agrees to the provisions of this Section 4.

If the Board of Directors determines that it is in the best interest of the P.L.D. and the Owners to do so, the Board of Directors and/or the officers of the Association are authorized to hire (or to direct the Manager of the Association to hire) a full-time, or part time, gate attendant or sentry (or attendants or sentries, according to the particular circumstances) for the time periods they, in their sole judgment so determine; and the Board of Directors is authorized to increase the monthly Association assessments in an amount appropriate to cover the cost of such attendants or sentries. The provision to approve and cover the cost of gate attendants shall be subject to approval by the Board of Directors on an annual basis with 60 days written notice to Owners.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned by it within the Properties, hereby covenants, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, 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 the person who was the owner of such Tract at the time the obligation accrued.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the Common Facilities and providing services related to the use and enjoyment of the Properties by the Members.

Section 3. Basis of Annual Assessments. The annual assessment for both improved and unimproved Tracts shall be determined by the Board of Directors in the manner provided for herein, after determination of current costs of maintenance and operation and anticipated needs of the Association during the year for which the assessment is being made.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments provided for in Section 3, the Association may levy, in any assessment year, a Special Assessment on Tracts applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Tract Owner who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Tract Owners at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 5. Change in Annual Assessments. Subject to the limitations of Section 3 hereof, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than twenty-five percent (25%) above that of a previous year without a vote of the membership. Any increase in the annual assessment of more than twenty-five percent (25%) above that of a previous year shall require approval of two-thirds (2/3) of the votes of each class of Members voting at a meeting duly called for this purpose, written notice of which shall be sent to all Owners, at the address of such Owners as reflected in the records of the Association, at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than forty-five (45) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Tracts no sooner than the first day of January, 2022. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. At the time a Tract is purchased, the Owner's annual assessment for the year of purchase shall be an amount equal to the annual assessment provided for in Section 3 hereof times a fraction, the numerator of which shall be the remaining number of months in that year and the denominator of which shall be twelve. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. The due dates for payment of annual assessments shall be determined by the Board of Directors of the Association.

Section 8. Duties of the Board of Directors. In January of each year, or as soon thereafter as possible, the Board of Directors of the Association shall fix the amount of the annual assessment against each Tract for such year and shall, at that time, prepare a roster of the Tracts and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments, The Lien, Remedies of the Association. If the assessments are not paid on the date when due, then such assessment together with interest thereon and cost of collection thereof as provided herein, shall become delinquent and shall become a continuing lien on the Tract. 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 rate of twelve percent (12%) per annum, or at such other rate as may be set by the Board of Directors from time to time, but in no event greater than the maximum rate allowed by applicable law, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Tract, 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 and costs of suit.

Section 10. 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 hereafter placed upon the Tracts; 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 the mortgagor from **personal liability** for payment of such delinquent assessment and additional charges as provided hereinabove. Such sale or transfer shall not relieve the new Owner of such Tract from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Tracts, and the remainder of the Properties shall not be subject thereto.

ARTICLE VIII

WILDLIFE MANAGEMENT PLAN PARTICIPATION & AD VALOREM TAX MATTERS

Section 1. Wildlife Management Plan. The Members hereby agree to and approve the Association's adoption and implementation of a plan for the management of wildlife within the Property and upon each Tract within the Property (hereinafter referred to as the "Wildlife Management Plan").

In accordance with applicable law, such plan shall mean actively using each Tract in at least three or more of the following ways to propagate a sustaining breeding, migrating, or wintering population of indigenous wild animals for human use, including food, medicine, or recreation:

- (a) habitat control;
- (b) erosion control;
- (c) predator control;
- (d) providing supplemental supplies of water;
- (e) providing supplemental supplies of food;
- (f) providing shelter; and
- (g) making of census counts to determine population.

To the extent that there is any change in the law which modifies the meaning of a "wildlife management plan" as applicable to the Property (or any portion thereof or Tract therein), then the Association, at its election (on behalf of all Tract Owners together and the Members, but not any Tract Owner or Member acting alone) is authorized to adopt and implement such "wildlife management plan" as so modified and thereafter the Wildlife Management Plan as referred to herein shall be deemed to mean such Plan, as so modified by law and adopted and implemented by the Association, which Plan as so modified, adopted and implemented shall be complied with by all Owners as herein provided.

In such connection, the Wildlife Management Plan as devised, from time to time, and adopted by the Association shall constitute a part of the PRADERA ESCONDIDA Ranch Rules pursuant to which each Owner of a Tract shall fully and faithfully comply with the Wildlife Management Plan. **Accordingly, each Owner shall follow all guidelines established by such Wildlife Management Plan for use of and activities on all portions of his or her Tract outside that portion, not to exceed one acre, that is being used for residential purposes. An Owner may not use his or her Tract in any manner that is inconsistent or incompatible with the Wildlife Management Plan.**

Section 2. Ad Valorem Tax Matters. The Members, in their capacity as both Members and as Owners, hereby irrevocably constitute and appoint the Association, or any agent chosen by

the Association acting on the Association's behalf, as their true and lawful attorney-in-fact with full power and authority in their name, place and stead, to represent the Owners and the Members of the Association before all taxing authorities with jurisdiction over the Property (or any part thereof or Tract therein) including, without limitation, the county appraisal district and appraisal review board, in connection with the qualification of the Property (or any portion thereof or Tract therein) for agricultural-use or qualified open-space land (as such terms are defined in Section 23.51 of the Texas Tax Code [as amended, from time, the "Tax Code"]) in connection with the Wildlife Management Plan (hereinafter referred to) to be adopted by the Association and implemented by each Owner and all matters relating thereto. Accordingly, each Owner hereby consents and agrees that the Association may represent his or her Tract, or Tracts, within the Property before the county appraisal district, the appraisal review board, and the courts of the State of Texas on any question relating to qualification for agricultural-use or qualified open-space land appraisal for ad valorem tax purposes. In such connection, the Association (or designated agent thereof) shall have the full power and authority in the name, place and stead of the Members as Owners to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices, such documents as may be necessary or appropriate to obtain such qualifications of the Property (and each Lot therein). The appointment by the Association (and its designated agent on its behalf) as provided herein shall be deemed to be a power coupled with an interest, and shall survive the bankruptcy, death or incompetence of any Member or Owner hereby giving such power and the transfer, assignment or conveyance of any interest of any such Member or Owner in any Tract.

The Association may, on behalf of and in the name, place and stead of all or any one of the Members, file and prosecute a lawsuit against the county appraisal district or appraisal review board (or their successor entities) for purposes of establishing qualification of the Property (or any portion thereof or any Tract therein) for agricultural-use or qualified open-space land appraisal for ad valorem tax purposes or to contest the designation of the Property (or any portion thereof or Tract therein) for ad valorem tax purposes

In such connection, the Association shall have the right, on behalf of the Members, to expend such funds as the Association may deem necessary and appropriate to prosecute any such lawsuit including, without limitation, incur all expenses necessary to hire attorneys, accountants, appraisers, tax consultants, and other third party professionals that the Association deems necessary to pursue and prosecute a lawsuit for such purposes. Further, the Association, on behalf of the Members, shall have the full power and authority to settle such matter in such manner as the Association deems appropriate in its sole discretion.

Nothing herein shall be construed to obligate the Association to deal, on behalf of the Members, or any Owner, with respect to any questions of valuation of any of the Tracts (or any improvements thereon) including, without limitation, any aspect of the market or appraised value of the Property for ad valorem tax purposes. The sole responsibility for the valuation of any Tract (or any improvements thereon) for ad valorem tax purposes shall remain with each individual Member or Owner; provided, however, in no event shall any such Member or Owner take or omit to take any action in connection with his or her individual Tract that would be inconsistent with or detrimental to the actions to be taken by the Association on behalf of all Members with respect to

the attempt by the Association to obtain the appropriate agricultural-use or qualified open-space land designation for the Tracts.

In no event does the Association warrant or guarantee the results of its efforts on behalf of the Members with respect to the subject matter hereof or the outcome of the attempt by the Association to obtain agricultural-use or qualified open-space land designation for the Property (or any portion thereof or any Tract therein).

Section 3. Entry to Implement Wildlife Management Plan. An authorized agent of the Association may enter any Lot after forty-eight (48) hours written notice, or sooner in the event of an emergency, for the purpose of surveying Wildlife or any other activity that is reasonably necessary to implement or maintain the Association's Wildlife Management Plan and to verify each Owner's compliance therewith. The right of entry granted herein shall constitute an easement running with each Lot in favor of the Association for such purposes.

ARTICLE IX

MASTER DESIGN COMMITTEE

Section 1. Preservation of the Natural Environment. Master Design Guidelines have been developed by the Master Design Committee (hereinafter sometimes referred to as the "Committee") to communicate a philosophy of land development sensitive to the preservation and maintenance of the environment. These are minimum standards of design, justified in part by the climate, environment, and the terrain of the site. They provide direction in the planning, design, and construction of residential structures to ensure compatibility with the environment. No residence should stand so apart in its design or construction as to detract from the overall aesthetic concept of PRADERA ESCONDIDA RANCH. Creativity in design, innovative use of materials and unique methods of construction of the Master Design Guidelines.

It is strongly recommended that each Owner retain competent professional services for planning and design. A thorough analysis and understanding of a particular Tract and the Owner's special needs and the skill to translate these factors into building form, as well as the ability to convey to the Master Design Committee the concept and design of a proposed residence or other improvement, are all elements which will assist the Committee in the design review process.

Section 2. Approval of Plans. The Master Design Guidelines also are established by the Master Design Committee in order to create a harmonious residential community. No building, structure, fence, wall, septic tank system, landscaping, recreational facility of any kind, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted **in writing** to the Committee and approved in writing by the Committee as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters delineated in the Master Design Guidelines.

Section 3. Membership in Committee. The Master Design Committee shall be comprised of not less than three (3) not more than seven (7) persons, none of whom are required to be Members of the Association. The Declarant hereby appoints Kelly Knight, _____ and _____ to the Master Design Committee, each of whom shall serve until he/she resigns or is removed by Declarant and his/her respective successor is appointed by Declarant.

The approval of a majority of its members shall be required for the Committee to take action regarding any matter coming before it. Subject to the terms hereinafter set forth, Declarant shall have the right to appoint members to and/or remove members from the Committee and fill vacancies in Committee membership. At such time as it deems appropriate, Declarant may assign such rights to the Board of Directors. If Declarant has not previously assigned such rights to the Board of Directors, then Declarant shall be deemed to have done so on the Control Transfer Date. In the event there are fewer than three (3) members of the Committee and Declarant fails to appoint a member to fill the vacancy or vacancies, the Board of Directors may fill such vacancy by appointment to the Committee, provided (1) it shall first give thirty (30) days written notification to Declarant of its intent to do so and (2) the vacancy or vacancies in Committee membership are not cured by designation of Declarant within such thirty (30) days. Declarant and/or the Board of Directors shall maintain records indicating the names, addresses and telephone numbers of the members of the Committee.

Section 4. Turnover to Association. The Master Design Committee shall function for the duration of this Declaration, including any extensions thereof. At such time as the right to appoint members to and/or remove members from the Committee is assigned to the Board of Directors of the Association, or is deemed to have been so assigned pursuant to the provisions of the immediately preceding Section 3, the Board of Directors shall thereafter have the right and obligation to appoint members of the Committee. The process shall be as follows:

- (a) Three (3) or more members to the Committee shall be named by the Board of Directors, after the Board first determines that they are willing to serve; and such members shall serve staggered terms as determined by the Board of Directors;
- (b) The Committee thereafter shall be under the jurisdiction of the Board of Directors and shall function as any other committee that may be formed by the Board of Directors;
- (c) The Committee thereafter shall receive its instructions from the Board and shall follow any guidelines the Board may adopt in reporting to the Board as the Board may deem necessary or appropriate;
- (d) From time to time as deemed necessary or appropriate, the Board may remove and/or replace any member of the Committee, provided such action is approved by a majority vote of the Board.

Section 5. Submissions of Plans. All plans submitted to the Master Design Committee must be dated and receipted by a member of the Committee or a Committee-designated recipient. The submitted plans and specifications shall specify materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, heights, exterior color scheme, and location of the proposed improvements or alterations thereto, all in such form as the Master Design Committee may reasonably require. Initial submittals to the Committee shall include a **site plan**, with all pertinent references as to legal description, setbacks, and easements as those areas are defined in the Master Design Guidelines, as well as a **roof plan, floor plans, and all four elevations**. All floor plans shall be submitted, even if previously approved on other Tracts. **Landscape plans** must be submitted for Committee approval before any landscape improvements begin but may be submitted after architectural submissions. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been receipted by it, approval will be deemed to have been given.

Section 6. Powers. The Committee shall have the express authority to perform fact finding functions and shall have the power to construe and interpret any covenant herein, or in the Master Design Guidelines, that may be vague, indefinite, uncertain or capable of more than one interpretation. The Committee shall be the sole authority for determining whether proposed structures, landscape elements and/or modifications of proposed structures comply with applicable covenants, conditions and restrictions and are in harmony of design with other existing structures and the overall development plan for the P.L.D. The Committee's objection is to prevent unacceptable, unusual, radical, uncommon, curious, odd, extraordinary, bizarre, or peculiar designs in materials or appearances from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the Properties in conformity with the development plan and the Master Design Guidelines. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. Pursuant to the provisions of the Master Design Guidelines, from time to time the Committee may grant **variances** to particular provisions of the Master Design Guidelines, the below described "Construction Regulations" and/or the "Use Restrictions" set forth in Article VIII below. Each request for a variance shall be reviewed independently of similar requests, and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a request for a similar variance to another Owner at a subsequent time.

Section 7. Limitations of Liability. There shall be no review of any action of the Master Design Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

Section 8. Approved Contractors. No construction of any building, fence, wall, recreational facilities, landscaping or other structure or improvements shall be commenced on, in, or within the Properties until the primary contractor (the "**Contractor**") to perform such construction shall have been approved in writing by the Master Design Committee. In the event the Committee fails to approve or disapprove a written request for the approval of a Contractor within thirty (30) days after such request is submitted to it, such approval will be deemed to have

been given. The Committee will make every effort to address requests in a timely manner.

Section 9. Construction. Construction of any structure approved by the Committee shall commence within six (6) months of such approval, and the completion of such construction must be accomplished within eighteen (18) months of the commencement of such construction. **A Bond or Letter of Credit in an amount not less than \$4,000.00** in favor of either the Declarant or the Association must be provided to the Committee by the Owner prior to the Contractor's commencement of construction, the exact amount of such Bond or Letter of Credit to be set by the Committee.

Section 10. Construction Regulations. In order to assure that the natural landscape of PRADERA ESCONDIDA RANCH is not unduly damaged during construction, the following Construction Regulations shall be made a part of the construction contract documents for each residence or other improvements constructed on a Tract. All Contractors and Owners shall be bound by these Regulations and any violation, regardless if by a Contractor or subcontractor, shall be deemed to be a violation by the Owner of the Tract.

(a) Monitoring During Construction. Building sites shall be monitored during the construction of any improvements to the Tract by the Master Design Committee and/or the Directors of the Association. Violations of the Construction Regulations will be reported to the Board of Directors of the Association, which will send a letter to the Contractor and/or Owner involved. A copy of the letter will be sent to the Master Design Committee.

(b) Construction Permit. Upon final design approval and approval of the Contractor for the residence, the Master Design Committee shall issue its own construction permit which is required to be displayed at each construction site before any work begins. The PRADERA ESCONDIDA RANCH Construction Permit shall be posted adjacent to the City or County Permits. In order to receive the PRADERA ESCONDIDA RANCH Construction Permit, the construction documents must be received and reviewed for compliance with the Master Design Committee's stipulations for final approval. In addition, the Contractor's Bond must be collected and an acknowledgement of the receipt of the Construction Regulations must be signed. **No construction activity** of any kind can take place until the PRADERA ESCONDIDA RANCH Construction Permit is issued and posted.

(c) Occupational Safety and Health Act Compliance (OSHA). All applicable OSHA regulations and guidelines must be strictly observed at all times.

(d) Building Envelope. To protect the natural area of a Tract from damage due to construction operations, a permanent ribbon, wire, chain or fence shall be installed to completely enclose the construction site (the "Building Envelope"). No construction of any kind is allowed outside the Building Envelope. The Master Design Committee encourages protecting as much of the natural landscape as possible. Accordingly, the Building Envelope shall be the minimum area needed surrounding the improvements being

constructed to allow for access of construction. The Building Envelope shall have a single entrance located at the driveway entrance.

(e) Debris and Trash Removal. Contractors shall clean up all trash and debris on the construction site at the end of **each week**. Trash and debris shall be removed from each construction site frequently and shall not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Contractors are prohibited from dumping, burying or burning trash anywhere within the P.L.D. or on adjacent lands. During the construction period, each construction site and the route to and from the construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Tracts or any open space or Common Facilities. Unsightly dirt, mud, or debris from activity on each construction site shall be promptly removed and the general area cleaned up. A dumpster is required on site during construction.

(f) Sanitary Facilities. Each Contractor shall be responsible for providing adequate sanitary facilities for his construction workers.

(g) Parking Areas. Construction crews shall not park on, or otherwise use, other Tracts or any open space or Common Facilities. Private and construction vehicles and machinery shall be parked only within the Building Envelope or in areas designated by the Master Design Committee. All vehicles shall be parked so as not to inhibit traffic.

(h) Traffic Regulations. Each Contractor shall be responsible for its subcontractors and suppliers obeying the speed limits posted within the Properties. Fines will be imposed against the Contractor and/or its Contractor's Bond for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the Contractor and its subcontractors/suppliers. Repeat offenders may be denied future access to the Properties by the Committee.

(i) Conservation of Landscaping Materials. Contractors are advised that the Tracts, open spaces and Common Facilities of PRADERA ESCONDIDA RANCH contain valuable native plant and other natural features, such as topsoil. It is imperative that these resources be protected during construction.

(j) Excavation Materials and Clearing Debris. Excess excavation materials and clearing debris (brush and trees) must be hauled away from the Properties.

(k) Tract Clearing. It is strongly recommended that all Tract clearing be accomplished using manual labor instead of heavy equipment which will disturb the natural aspects of the land. No track mounted equipment is allowed outside of the Building Envelope. Building foundation areas may be cleared with heavy equipment to accomplish the removal of tree stumps.

(l) Restoration or Repair of Property Damages. Damage and scarring to any of the Properties, Common Facilities, open space or other Tract, including, but not limited to, roads, driveways, concrete curbs, gutters, utilities, vegetation and/or other improvements, resulting from construction operations, will not be permitted. If any such damage or scarring occurs, it must be repaired and/or restored promptly and any related expenses shall be borne by the Contractor. In the event of default by the Contractor in meeting these obligations, the Tract Owner who retained the Contractor shall be responsible.

(m) Miscellaneous and General Practices. All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, employees, builders, Contractors and subcontractors while on the premises of the P.L.D. The following practices are specifically prohibited:

(i) Changing oil on any vehicle or equipment on the site itself or at any other location within the Properties other than at a location, if any, designated for that purpose by the Master Design Committee;

(ii) Allowing concrete suppliers, plasterers, painters, or subcontractors to clean their equipment anywhere but at the location designated, if any, for that purpose by the Master Design Committee;

(iii) Removing of any rocks, plant material, topsoil, or similar items from any property of others within the Properties, including other construction sites;

(iv) Carrying any type of firearms within the Properties;

(v) Using disposal methods or equipment other than those approved by the Master Design Committee;

(vi) Careless disposition of cigarettes and other flammable material. At least one 10-pound ABC rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times;

(vii) Careless treatment or removal of protected plant materials or plants not previously approved for removal by the Master Design Committee;

(viii) No pets, particularly dogs, may be brought into the P.L.D. by construction personnel. In such event, the Master Design Committee, the Board of Directors of the Association, or the Declarant shall have the right to contact authorities to impound the pets, to refuse to permit the Contractor or subcontractor involved to continue work on the project, or to take other action as may be permitted by law, the Master Design Guidelines, or this Declaration; and

(n) Construction Access. The only approved construction access during the time a residence or other improvement is under construction will be over the approved driveway for the Tract, unless the Master Design Committee approves an alternative access point. In no event shall more than one construction access be permitted onto any Tract.

(o) Dust and Noise. The Builder shall be responsible for controlling dust and noise; including, without limitation, music from the construction site.

(p) Construction Signage. Temporary construction signs shall be limited to one sign per Tract, not to exceed six square feet of total surface area. The sign shall be free standing within the Building Envelope, and its design and location shall be subject to the review and approval of the Committee.

(q) Utilities. All electric and communication utilities brought onto the Tract may be overhead or buried underground.

Section 11. Drainage Considerations. Each Owner (as defined in the Declaration) is hereby notified that Comal County is subject to varying weather patterns which include both seasons of drought and seasons of heavy rains and that as the Properties are platted, they are platted in accordance with the city and county drainage regulations then in effect. The Declarant makes no warranties or representations that improvements built by Owners on the Tracts will not be flooded during heavy rains. Each Owner is hereby advised that improvements subsequently constructed by Owners may change the original natural drainage patterns. By purchasing a Tract each Owner agrees to obtain professional advice concerning the storm water drainage patterns and quantities created by the contours of the respective Tract purchased, as well as by the contours of all adjacent lands, including, but not limited to, the neighboring Tracts, streets and undeveloped land. By purchasing a Tract, each Owner assumed the responsibility for obtaining professional advice to determine the location of drainage patterns, flood plains and flood patterns, as they may change from time to time, and for designing their home and other improvements at elevations and specific sites which will prevent flooding of the home and other improvements.

Section 12. Front Yard. At the time of completion of construction of the residence on a Tract, the Owner shall have planted approved shrubs and bushes across the entire front elevation (width) of the residence. The area between these shrubs and bushes and a line approximately thirty feet (30') in front of the house, shall be solid sodded with approved grass. In addition, irrigated landscaping is required ten feet (10') of either side of all drive approaches and fifty percent (50%) of all Tract frontage, both on main and side streets. These shrubs, bushes and sodded grass shall be continuously maintained by the Owner of the Tract. The use of native plants is encouraged.

Section 13. Other Matters. All matters requiring approval of the Committee, whether or not specifically addressed hereinabove or hereinbelow, shall require that such approval be in writing. The date of such submission shall be evidenced by a receipt from one of the Committee members. In the event the Committee fails to approve or disapprove any such matters within forty-five (45) days after written submission thereof to the Committee (as evidenced by the dated receipt

from a member of the Committee), approval will not be required and the requirement that such approval be obtained shall be deemed to have been fully complied with.

ARTICLE X

ON-SITE INSPECTIONS

Section 1. Caves and Sinkholes. **Natural caves and sinkholes may occur on some of the Tracts in the P.L.D.** Prior to Closing the purchase of the Tract, each prospective Tract Owner should personally inspect the Tract in which he is interested and/or obtain the services and advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes. If he completes the purchase of a Tract, such Tract Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

Section 2. Site Improvements.

(a) Streets. Each prospective Tract Owner is hereby notified that the streets in the P.L.D. are not public streets but are private streets within a Planned Land Development. After they have been completed and approved by the County of Comal, the streets shall be conveyed to the Association. The Association shall have the responsibility for maintaining the streets in accordance with the provisions of Section 3(a)(vi) of this Article X. Although there is a sixty foot (60') street right-of-way indicated on the Subdivision Plat, **the paved area is of variable width and generally is limited to twenty feet (22')**. **From time to time where there is an esplanade within the street, the paved area has been reduced to twenty feet (20')**. In order to maintain the aesthetics of a rural subdivision and the ambience of country lanes, the Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Tract Owner should carefully note the width of the paved portion of the streets, the proximity of trees to pavement, and the location of trees within various esplanades. In completing the purchase of a Tract, the Owner specifically agrees that such purchase shall evidence the following.

- (i) his acknowledgement of the narrow nature of the streets within the P.L.D.,
- (ii) his acknowledgment of the proximity of the trees to the pavement,
- (iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of driving on narrow streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement,
- (iv) his agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules and regulations of the State of Texas (the same as if they pertained to private streets), in accordance with all posted traffic signs and warnings and rules

and regulations of the Association, and in accordance with the terms of the Declaration, as it may be amended from time to time, and services and advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes. If he completes the purchase of a Tract, such Tract Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees arising out of or in connection with the narrowness of the paved portion of the streets of the P.L.D. or the location of trees within the unpaved portion of the street rights-of-way.

(b) **Drainage.** Each prospective Tract Owner also is notified that the drainage ditches, culverts and other drainage facilities within the street rights-of-way in the P.L.D. are not publicly owned but are privately owned. Once they have been completed, the drainage facilities located within the road rights-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. Each prospective Tract Owner should carefully note the location of the drainage facilities and of any creek beds, and 100 year flood plain or inundation areas. In completing the purchase of a Tract, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgment that the bridges, drainage ditches, culverts and other drainage features located within the street rights-of-way of the P.L.D. are not owned by a public entity, but shall be maintained by the Association,

(ii) his acknowledgment that he has carefully checked the Plat of the Tract to determine if any of the Tract is affected by a creek bed or a 100 year flood plain area,

(iii) his agreement to hire a professional engineer to evaluate the siting of improvements and to design adequate surface water drainage improvements to prevent flooding,

(iv) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such bridges, drainage facilities, creek beds and 100 year flood plain areas and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement,

(v) his agreement to refrain from unsafe conduct in the proximity of such bridges, drainage facilities, creek beds and 100 year flood plain areas and to carefully supervise the conduct of any children for whom he is responsible who

may be in or near such bridges, drainage facilities, creek beds and 100 year flood plain areas, and,

(vi) his release, to the fullest extent permitted by law of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees to the Tract arising out of or in connection with his or their unsafe conduct in the proximity of such bridges, drainage facilities, creek beds or 100 year flood plain areas.

Section 3. "AS IS, WHERE IS".

(a) Acknowledgment. Each prospective Tract owner acknowledges that, other than those expressly stated herein, Declarant, its officers, employees, brokers, agents and salesmen, make no express or implied warranties as to the condition of the Tract, the Common Facilities, nor the P.L.D. itself. Each prospective Tract Owner is responsible for thoroughly inspecting and examining the Tract in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Tract and the P.L.D. as he deems necessary for him to evaluate his purchase. By completing the purchase of a Tract, each Tract Owner is acknowledging that he is purchasing the Tract on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and is further acknowledging the following:

(i) Water: Each Tract Owner is responsible for drilling a water well on his Tract in accordance with the Comal Trinity Groundwater District and for paying any required fees in connection therewith.

(ii) Septic System. Each Tract owner is responsible for installing and maintaining his own septic tank system pursuant to all applicable land use regulations, including, but not limited to, those promulgated by the Comal County Public Works Department and the Texas Commission on Environmental Quality. Declarant has no obligation with respect to sewerage disposal facilities.

(iii) Electricity. Each Tract Owner is responsible for extending electricity into his Tract from a transformer or a pull-box located on or near a property line of his Tract.

(iv) Gas/Propane. Each Tract Owner is responsible for and may install gas/propane on his Tract in a location in accordance with the Master Design Guidelines (Section 3.17) on his Tract.

(v) Television Cable. Declarant has no obligation with respect to cable T.V. Declarant has no knowledge as to when or whether a cable company might extend cable service to the P.L.D.

(vi) Streets. The Association will have full responsibility for maintaining those portions of the private streets within the P.L.D. which have been completed, such responsibility to include landscaping and to commence one year after each portion

of a street has been completed. A good faith estimate of the costs to maintain the streets in the PLD over a twenty-four (24) year period is attached hereto as Exhibit D. The Association also shall maintain commercial general liability insurance with coverage sufficient to adequately protect the Association, its officers, directors, employees and any Members acting on its behalf, as well as the Declarant, the members of its Board of Directors and its officers, agents, and employees from liability arising out of the construction, maintenance and/or ownership of the Common Facilities.

(b) Agreement. By closing the purchase of the Tract, the prospective Owner is thereby acknowledging that, other than those expressly stated in the Earnest Money Contract with the Declarant, the Declarant, its officers, directors, employees, brokers, agents and salesmen, make no express or implied warranties as to the condition of the Tract, the Common Facilities, nor the Subdivision itself. The prospective Owner is responsible for thoroughly inspecting and examining the Tract and for conducting such investigations, either personally or through professional inspectors, of the Tract and the Subdivision as he deems necessary for him to evaluate his purchase. By completing the purchase of the Tract, the Owner is thereby acknowledging that he is purchasing the Tract on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis. If the prospective Owner completes the purchase of the Tract, the Owner shall thereby be agreeing that such purchase shall evidence the following:

(i) his acknowledgment of the existence in the Subdivision of narrow streets, trees in close proximity to streets, creek beds, 100 year F.E.M.A. flood plain areas, 25 foot wide flood plain buffer zone easements, water drainage easements, water drainage areas or patterns, one or more bridges, drainage facilities, caves and/or sinkholes,

(ii) his agreement to accept the risk of such features for himself and his family, guests and other invites, only to the extent, however, that the law makes such acceptance binding on its invites without subjecting the Owner to the claims of invites as third-party beneficiaries of such agreement,

(iii) his agreement to waive any claim that he may have in the present or the future, whether known or unknown, against Declarant, Declarant's officers, directors, contractors, employees, brokers, agents and salesmen arising out of the existence within the subdivision of narrow streets, trees in close proximity to streets, creek beds, 100 year flood plain areas, water drainage easements, water drainage areas or patterns, one or more bridges, drainage facilities, caves and/or sinkholes, and

(iv) his agreement to indemnify and hold harmless Declarant, Declarant's officers, directors, contractors, employees, brokers, agents and salesmen from and against any claim that the Owner or any heir or assigns of the Owner might bring against any of them in contravention of his agreements contained in this sentence.

ARTICLE XI

MISCELLANEOUS

Section 1. Enforcement. Declarant shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants and conditions contained herein and, in order to prevent a breach or to enforce the observance or performance of same, and shall have the right, in addition to all other legal remedies provided herein or by law, to an injunction, either prohibitive or mandatory. The Committee, as well as the Owner of any Tract in the P.L.D., likewise shall have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Section 2. Limitations of Liability. Neither the Declarant, nor the Master Design Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications, and/or Tract plans for approval or to any Owner of a Tract in the P.L.D. by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans, specifications, Tract plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

Section 3. Partial Invalidity. Invalidation of any of these covenants, conditions, easements or restrictions (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, conditions, easements and restrictions contained herein.

Section 4. Laws and Regulations. All owners of any Tracts within the P.L.D. shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

Section 5. Duration. These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the P.L.D. until May 1, 2040, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of not less than seventy-five percent (75%) of the Tracts has been recorded agreeing to change said covenants in whole or in part.

Section 6. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Comal County, Texas. Any action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in

connection herewith shall be brought in a court of competent jurisdiction sitting in Comal County, Texas.

Section 8. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If any provision of the Declaration should be determined to be invalid, illegal or otherwise unenforceable, such provision shall be severable from the remainder of the Declaration and the validity, legality and enforceability of the remainder shall not be adversely affected or impaired thereby and shall remain in full force and effect.

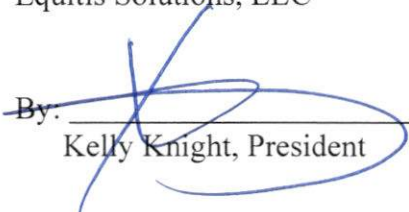
Section 9. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 10. Gender and Grammar. Where required for proper interpretation, words in the singular, whenever used herein, shall be construed to include the plural, and words in the masculine shall include the neuter and the feminine.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF the undersigned has executed this instrument this 7th day of July, 2021.

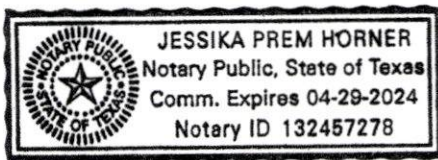
Equitis Solutions, LLC

By: 

Kelly Knight, President

STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 7th day of July, 2021 by Kelly Knight, President of Equitis Solutions, LLC, a Texas limited liability company, on its behalf.





Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Equitis Solutions, LLC
Attn: Kelly Knight President
9676 Canyon Mist
Helotes, Texas 78023

CONSENT BY TRACT OWNER:

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

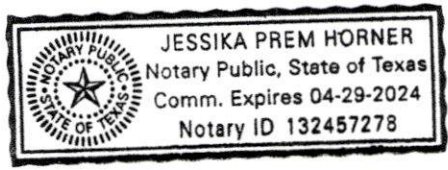
Tract Owner: **Artesilla Ranch I, LLC**


By: 

Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch I, LLC, a Texas limited liability company, on its behalf.





NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

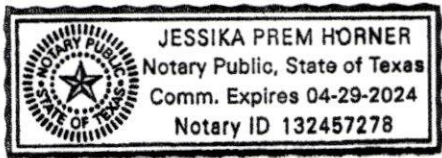
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch II, LLC**

By:  _____
 Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch II, LLC, a Texas limited liability company, on its behalf.





NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

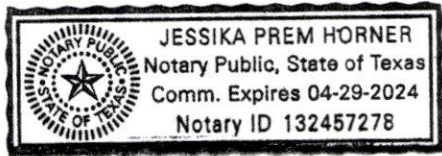
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch III, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch III, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

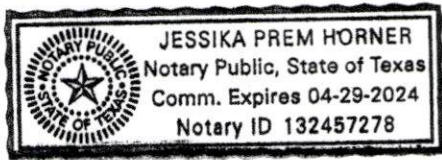
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch IV, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch IV, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

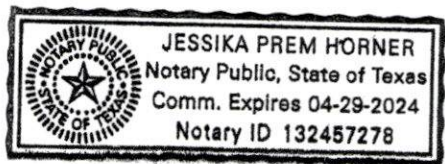
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch V, LLC**

By: 
Kelly E. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch V, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

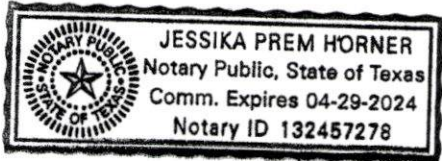
Tract Owner: **Artesilla Ranch VI, LLC**

By: 

Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch VI, LLC, a Texas limited liability company, on its behalf.





NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

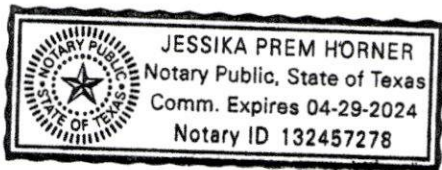
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch VII, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch VII, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

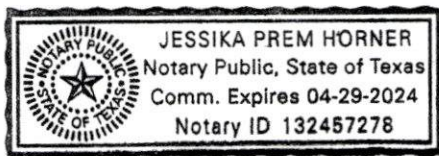
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch VIII, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch VIII, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

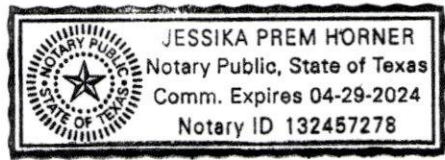
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch IX, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch IX, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

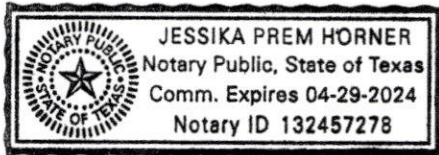
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch X, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch X, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

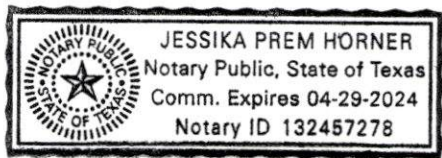
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch XI, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch XI, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

CONSENT BY TRACT OWNER:

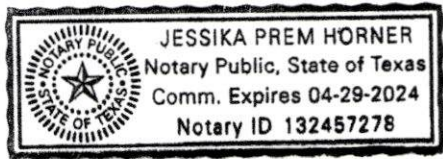
The undersigned Tract Owner hereby consents, ratifies and agrees to the terms, conditions, covenants, restrictions and provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **Artesilla Ranch XII, LLC**

By: 
Kelly L. Knight, President

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 7th day of July, 2021, by Kelly L. Knight, President of Artesilla Ranch XII, LLC, a Texas limited liability company, on its behalf.




NOTARY PUBLIC, State of Texas

Tract _____

EXHIBIT "A"

MASTER DESIGN GUIDELINES

TABLE OF CONTENTS

1.	<u>Introduction</u>	<u>Page</u>
1.1	Purpose	A1
1.2	Scope	A1
1.3	The Pradera Escondida Ranch Difference	A2
1.4	Preservation of the Natural Environment	A2
2.	<u>Site Development Guidelines</u>	
2.1	Overview	A3
2.2	Tract Clearing	A3
2.3	Combining Tracts	A4
2.4	Site Planning Recommendations	A4
2.5	Site Planning Requirements	A5
2.6	Parking Spaces	A6
2.7	Drives & Entranceways	A6
2.8	Fencing	A6
2.9	Walls	A8
2.10	Address Identification	A8
2.11	Site Lighting	A8
2.12	Sports and Recreational Facilities	A9
2.13.	Standardization of "For Sale" Signs	A10
3.	<u>Architectural Design Guidelines</u>	
3.1	Introduction	A11
3.2	Building Heights	A11
3.3	Building Sizes	A12
3.4	Building Massing	A12
3.5	Building Colors	A12
3.6	Accent Colors	A12
3.7	Roofs	A12
3.8	Materials – Exterior Surfaces	A14
3.9	Building Projections	A15
3.10	Garages	A15
3.11	Guest Houses and Outbuildings	A15
3.12	No Antennae or Flagpoles	A15
3.13	Skylights and Windows	A16
3.14	Porches and Patios	A16
3.15	Architectural Screen Walls	A16

3.16	Service yard	A16
3.17	No Visible Storage Tanks	A16
3.18	Remodeling of Homes	A17
4.	<u>Landscape Guidelines</u>	
4.1	Introduction	A17
4.2	Minimum Landscape Requirements	A17
4.3	Approved Plants for Native Areas	A18
4.4	Protecting and Preserving Plants	A18
4.5	Site Work	A18
5.	<u>Construction Guidelines</u>	
5.1	Construction Regulations	A19
5.2	Owners Construction Deposit	A19
5.3	Pre-construction Conference	A19
5.4	Construction Permit	A20
5.5	Occupational Safety and Health Act Compliance (OSHA)	A20
5.6	Temporary Facilities	A20
5.7	Construction Fencing	A20
5.8	Debris and Trash Removal	A21
5.9	Sanitary Facilities	A21
5.10	Vehicles and Parking Areas	A21
5.11	Conservation of Landscaping Materials	A21
5.12	Excavation Materials	A22
5.13	Restoration or Repair of Property Damage	A22
5.14	Miscellaneous and General Practices	A22
5.15	Construction Access	A23
5.16	Dust and Noise	A23
5.17	Construction Signage	A23
5.18	Daily Operation	A24
6.	<u>Review and Approval Process</u>	
6.1	Organization of the Master Design Committee	A24
6.2	Purpose and Authority of the Master Design Committee	A25
6.3	The Review Process in General	A26
6.4	The Review Process – Phases	A27
(a)	Contractor (Builder) Approval Review	A27
(b)	Pre-Design Meeting (Mandatory Meeting)	A28
(c)	Preliminary Submittal	A28
	Posting of Property	A29
	Preliminary Review	A29
(d)	Final Submittal & Approval	A29
(e)	Pre-Construction Meeting (Mandatory Meeting)	A30
(f)	Construction Process	A31
	Additional Construction and/or Exterior Changes	A31

	Re-submittal of Drawings	A31
	Work in Progress – Inspection	A31
	(g) Final Inspection	A31
6.5	Non-Waiver	A32
6.6	Correspondence with the Master Design Committee	A32
6.7	Non-Liability of Master Design Committee and Developer	A32
6.8	Enforcement	A33
6.9	Right of Waiver	A33
6.10	Estoppel Certificate	A33
6.11	Commencement of Construction	A33

1. Introduction

1.1 Purpose

Pradera Escondida Ranch is a place of great natural beauty, representing an outstanding example of the best of the Texas Hill Country. The development of Tracts should occur with full regard for the natural environment and the design and construction of homes should integrate into the natural and cultural landscapes of the Pradera Escondida Ranch. Because the natural environment is fragile, great care must be taken to preserve and protect the land, the water, the vegetation and the wildlife. The fundamental goal of these requirements is to permit high quality construction that demonstrates stewardship and conservation of resources. The objectives of these requirements include:–

Encourage architectural design that is consistent with the historical character of the Texas Hill Country, using appropriate materials, construction techniques and the use of earthtone colors.

Allow the development of a community of homes, each of which responds to the unique conditions of its Tract in terms of style, size, scale, views, access and orientation.

Create a community for people and for wildlife.

Minimize construction disturbance.

Foster the use of native, indigenous and xeric plants.

The Master Design Guidelines apply to the development and construction of any improvements at Pradera Escondida Ranch. The purpose of the Guidelines is to identify and establish the aesthetic experience at Pradera Escondida Ranch, promote harmonious residential design, and protect and enhance property values. The Guidelines not only provide architectural standards and restrictions regarding height, color, massing, and building materials but extend to such matters as setback lines, site planning, fencing, lighting and landscaping. The Master Design Guidelines are administered by the Master Design Committee. No improvements of any kind shall commence on a Tract without the prior approval of the Master Design Committee. The Committee's job is one of assistance, helping you and your designer maximize your architectural and living experience at Pradera Escondida Ranch .

1.2 Scope

The Master Design Guidelines are applicable to all residential Tracts and property at Pradera Escondida Ranch. Properties within the Pradera Escondida Ranch master plan may not be developed for non-residential uses with the exception of property fronting on major thoroughfares. THESE MASTER DESIGN GUIDELINES DO NOT APPLY TO NONRESIDENTIAL USES, although designated non-residential Tracts shall also be subject to review by the Master Design Committee and shall be encouraged to conform to the Pradera Escondida Ranch aesthetic.

As deemed appropriate by the Master Design Committee, and by its sole discretion, the Master Design Guidelines may be modified or supplemented from time to time; withstanding that

any such modifications or supplements will retain the values and general appearance of Pradera Escondida Ranch.

These Master Design Guidelines are subject to the “Declaration of Covenants, Conditions, easements, and Restrictions: as recorded in the Official Public Records of Real Property of Comal County, Texas for Pradera Escondida Ranch (hereafter referred to as the Declaration). The Declarant, Equitis Solutions, LLC, may elect to create additional or supplementary guidelines applicable to subsequent units within Pradera Escondida Ranch and to additional property which may be annexed to Pradera Escondida Ranch by Equitis Solutions, LLC. Such unit’s design guidelines may add to or supplement general standards set forth in these Master Design Guidelines but will not materially contradict them or materially diminish the aesthetic and procedural standards stated herein.

1.3 The Pradera Escondida Ranch Difference

In contrast to the usual methods of residential development, Pradera Escondida Ranch has chosen to approach its planning from a more sensitive point of view. Emphasis is given to development that has been planned to harmonize, blend and compliment, rather than dominate the natural environment.

The philosophy of Pradera Escondida Ranch is the sensitive integration of man to nature. Its’ goal is to create and maintain a quality way of life by the subtle blending of the built environment into a harmonious and aesthetically pleasing community.

1.4 Preservation of the Natural Environment

The Master Design Guidelines have been developed to communicate the philosophy of developing with sensitivity toward the preservation and maintenance of the environment. These are minimum standards of design, justified in part by the climate, environment, and the terrain of the site. They provide direction in the planning, design, and construction of residential structures and landscapes to ensure compatibility with that environment. The purpose of the Master Design Guidelines is not to create identical or look-alike residential structures, but to ensure that designs are compatible with one another and the environment. No residence should stand so apart in its design or construction as to detract from the overall aesthetic concept of Pradera Escondida Ranch. Creativity in design, innovative use of materials and unique methods of construction are encouraged, so long as the final result is consistent with this overall philosophy of these individual Design Guidelines.

It is the intent of the development philosophy; the residential architectural standard, and the design guidelines to preserve, protect, and enhance the special environment of Pradera Escondida Ranch. Each parcel and each Tract in Pradera Escondida Ranch is considered unique in terms of its natural opportunities and constraints. It is expected that the design of each residence in Pradera Escondida Ranch will be unique in response to the parameters of each Tract. In an effort to achieve a synthesis of nature and residence, each residence should be placed on the site to minimize disruption of the existing environment; to preserve the natural features of each Tract such as: views; significant existing plant and tree materials; topography; creek beds and other natural drainage

features. The Master Design Committee shall evaluate each proposed design for appropriateness to its Tract and compliance with the objectives of the Design Guidelines. It is strongly recommended that each owner retain competent professional services for planning and design. A thorough analysis and understanding of a particular Tract and the owner's special needs and the skill to translate these factors into building form, as well as the ability to convey to the Master Design Committee the concept and design of a proposed residence or other improvement, are all elements of the design review process.

2. Site Development Guidelines

2.1 Overview

Like most ecosystems, the existing landscape at Pradera Escondida Ranch is fragile and if disrupted by negative development impacts, it could take years to naturally recultivate. Due to these concerns, the Committee has developed guidelines for your benefit, intended to provide protection for the land and its vegetation.

LOT RESTRICTIONS & PRESERVATION REQUIREMENTS Every Lot has a significant area around its perimeter that is known as the Natural Vegetation Preserve (NVP). Typically, the NVP is an area 25' wide on each side lot line and 50' wide on the front and rear of the lot. The purpose of the NVP is not only to create buffers between homes but also to create a continuous habitat for wildlife and corridor for their movement throughout Pradera Escondida Ranch.

The NVP cannot be disturbed or disrupted in any way, except to construct the driveway or to provide for underground utilities, without prior written consent by the MDC.

Upon completion of the final landscape, the NVP must be satisfactorily restored, utilizing indigenous plants selected for the particular site conditions. Temporary irrigation may be required for NVP restoration in order to achieve timely grow-in. Permanent irrigation is prohibited.

To minimize damage to the NVP, all Construction access and equipment movement is to be confined to the driveway. Hand work only is allowed in the NVP to clean up dead limbs or plants. Bobcats or other tractor like equipment is not allowed to work in the NVP in order to prevent damage to native grasses and plants. Please refer to the DCCR (Article III, Section 15)

2.2 Tract Clearing

The clearing of your Tract is one of the most important decisions you will make on your Tract, whether clearing for construction of your home or later to further landscape and improve the Tract. The following must be adhered to when clearing the Tract.

- a. No clearing of the driveway or home site may take place until house plans have been submitted to and approved by the Master Design Committee (MDC).

- b. The use of track-mounted equipment, (e.g. bulldozer) is only permitted within the Building Envelope, to clear for the home or driveway.
 - (i) The Building Envelope is defined as the minimum area required for construction of the home.
- c. A rubber tire bobcat is acceptable to clear outside of the building envelope.
- d. Debris from brush piles must be removed or mulched within three (3) months.
- e. Mulch piles should be spread within three (3) months.
- f. All stumps shall be cut off at ground level or removed from the ground and disposed of within the same period as the brush cleaning.
- g. Burning is not permitted in Pradera Escondida Ranch at any time by the owner or by a builder.
- h. All Tract owners are encouraged to preserve significant trees and shrubs. The goal of Pradera Escondida Ranch is to improve upon and enhance the natural beauty of the land.

2.3 Combining Tracts

In cases where the owner has purchased two contiguous Tracts and would like to combine into a single home site, the owner must receive consent from the Master Design Committee. The Building Envelope may span the common Tract line; however, it is possible that such a location could have negative impacts such as impairing views from adjacent or nearby Tracts, blocking natural drainage ways or harming archeological or geological features, and therefore be unacceptable and disapproved by the Master Design Committee. It is encouraged that the owner, or his delegated Architect/Designer, submit a plan for the reconfiguration of the Developable Area prior to the preliminary submittal. An approved reconfiguration of the Developable Area is a prerequisite, prior to the consideration of any other building approvals by the Master Design Committee. Approval is subject to the sole discretion of the Master Design Committee.

2.4 Site Planning Recommendations

Planning the location of your building improvements is an important aspect in the design process. Your Architect/Designer should consider the following site planning recommendations:

- a. Consider the potential impact of future homes and improvements on neighboring and nearby Tracts upon the views and privacy of your own home, and conversely consider the impact of your home upon the views and privacy of your neighbors.

- b. Evaluate the daytime versus nighttime quality of your views and arrange your living spaces to correspond to these differences.
- c. Position your driveway and garages so they do not dominate the entry experience of your home or significantly impact the views or enjoyment from your living and entertaining areas, or those of your neighbors.
- d. Out buildings such as guest houses, garden sheds, or out-of-door spaces such as a Ramada, and any of their associated connecting walkways, should be visually integrated with the main house and surrounding landscape.
- e. Carefully consider site drainage and building runoff. Avoid unnatural modifications of existing drainage. Avoid soil erosion by seeding natural perennial grasses and other planting material on exposed or disturbed soils. Consider capturing building runoff in a cistern for the conservation of water and for future irrigation.

2.5 Site Planning Requirements

While the natural topography in Pradera Escondida Ranch can vary considerably from Tract to Tract, the following are general guidelines and will apply in the absence of special circumstances:

- a. Extensive cut and fill slopes should be avoided, and if required should have minimal exposure following completion of construction. Site drainage and grading should be done with the goal of minimum disruption to the Tract. Any cutting and/or filling should be addressed at the preliminary design meeting and on the final submittal. Extensive cut and fills should not encroach to within 10' of property lines. If retaining walls are required, the location, design, and material will need to be shown on the construction drawing submittal package.
- b. Surface drainage shall not drain to adjoining Tracts or open spaces except as established by natural drainage patterns, nor cause a condition that could unnaturally lead to offsite soil erosion on open spaces. When a change in the drainage way within a given Tract is absolutely necessary, avoid right angle diversions, and create a positive drainage in a logical and natural manner.
- c. No change in natural or existing drainage patterns for surface waters shall be made upon any Tract that could adversely affect natural drainage patterns or another Tract.
- d. Carefully evaluate the erosion potential and safety of the site based upon the percentage and direction of slope, soil type, and vegetation cover. Erosion within the Tract shall be controlled through the use of plant materials or other erosion protection approved by the Master Design Committee.

- e. Each Tract owner must abide by the restrictions and regulations of the Water Pollution Abatement Plan for Pradera Escondida Ranch as approved by the Texas Natural Resource Conservation Commission.

In the event of any violation of the above, the Master Design Committee may cause the Tract to be restored immediately to its existing state prior to such violation. The owner's building deposit may be used for this purpose at the discretion of the Master Design Committee.

2.6 Parking Spaces

Each residence shall contain parking spaces within the Tract for at least two (2) automobiles in an enclosed garage either attached to or detached from the main structure of the residence. A minimum of two (2) additional parking spaces should be provided near the residence to accommodate guest parking. Except for special events, no on-street parking will be permitted for residents or their guests' vehicles. No exterior storage of recreational vehicles or boats will be permitted on any Tract.

2.7 Drives & Entranceway

Structures, roads, driveways or any improvement should be designed with the objective of fitting the existing contours of the site as nearly as possible, with minimal excavation.

Freestanding site walls, bollards, planters or gate posts may be allowed at the driveway entrance, as long as the improvements are a minimum of 40 feet from the front property line. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed 6 feet in height and 50 feet in width along the street (25' from either side of the centerline of the driveway).

Entrance driveways should be located so as to minimize their visual impact on important natural features of a Tract such as large or significant plant materials, washes or drainage ways, and to minimize disruption of the existing landscape. Driveways shall be a minimum of 12 feet and a maximum of 16 feet wide at the property line. Straight-shot driveways are not allowed. Driveways must meander a minimum of 12 feet and should conform to the natural contours. Two driveway entrances will be permitted for each Tract. An additional driveway entrance may be considered in specific Tracts (such as corner Tracts) by the Master Design Committee, at its sole discretion.

Stone, flagstone, concrete pavers, concrete, asphalt and brick are all approvable driveway paving materials.

Entranceway designs and drives are subject to the approval of the Master Design Committee.

2.8 Fencing

General: for All Perimeter Fencing.

- a. Fencing is not required, except for swimming pools.

3.3 Building Sizes

Unless specifically given a variance, **one story residences will contain at least 2,800 square feet of living area and two story homes must contain at least 3,250 square feet of living space, of which at least 2,500 square feet are located on the first floor.** Smaller residences may be approved by the Master Design Committee, if, in its opinion, the design would not result in a residence which would be out of character or value with the other residences in the area.

3.4 Building Massing

In order to enhance the concept of predominance of the environment, building masses should be broken into a main mass, with smaller scale appendages, ells or outbuildings. Use covered links to attach a garage, guest house, or other outbuildings which may be used frequently. All homes are required to have a first floor plate height of 10 feet.

Unless otherwise approved by the Master Design Committee, each residence shall be composed of at least two visual building masses, one of which whose height must differ by at least 2'-0".

3.5 Building Colors

Colors for the body of the house (whether stone, tumbled/soft edge brick, or plaster) should be compatible with the landscape around them. Choice of stone color, tumbled/soft edge brick color, or stucco color should be limited to earth tone colors. Colors for exterior art work and sculpture should also be muted tones chosen to blend rather than contrast with the residence's surroundings.

3.6 Accent Colors

Accent colors on front doors, window sash and screens or other incidental elements are allowed, as long as, in the opinion of the Master Design Committee, the accent does not overwhelm the building's basic color or create a visual distraction from the street, adjacent Tract, or common area.

3.7 Roofs

Since roofscapes form an important part of the visual environment, they must be carefully designed. In keeping with our goals of visual harmony and sensitivity to the predominant Hill Country transitional style, the Master Design Committee requires standing seam metal or flat concrete tile or slat roofs for the main body of the house, as well as any significant outbuildings. All pitched roofs, not including porches, must comply with the following:

- a. **Minimum** slope of 4 on 12. Roof pitches less than a 4 on 12 (utilized on some modern and contemporary homes) will be reviewed on a case by case basis.
- b. **Maximum** slope of 12 on 12.

- c. In no case should a raked (single pitched) element dominate more than 25% of any elevation. A maximum of two raked (single pitched) will be considered, with both elements together not dominating more than 25% of any elevation. Transitional elements such as this will be approved on a case by case basis.
- d. There shall be no more than two different roof slopes for any one structure and for all of the structures built on the Tract, exclusive of attached porches and ornamental architectural elements.
- e. Parapet walls will be reviewed on a case-by-case basis, but in no instance should exceed more than 25 feet in length.
- f. Standing seam (26-gauge minimum) metal as follows:
 - 1. Standing seam galvanized tin, copper or zinc.
 - 2. Painted Earth tones or natural metal colors. (No black or white roofs are allowed.)
 - 3. Non-glare surfaces are preferred, although the natural aging of metal roofs is allowed.
 - 4. Galvalume standing seam metal roofs **are not** allowed. Pre weathered galvalume will be approved on a case-by-case basis.
 - 5. Commercial standing seam metal roofs with ungainly seams and striated surfaces **are not** allowed.
- g. Dark earth tone concrete tile
- h. Flat clay tile
- i. Barrel clay tile
- j. No red or blue tinted colors are allowed.
- k. Flat natural slate materials.

Roof-mounted mechanical equipment is prohibited on any roof, unless in the judgment of the Master Design Committee, it does not adversely affect views from streets, other Tracts, or public spaces. When permitted, such equipment must be screened from view from streets, other Tracts, or public spaces. All sloped roof materials used at Pradera Escondida Ranch must be approved by the Master Design Committee.

3.8 Materials — Exterior Surfaces

A minimum of 80% of the body of the primary residence must be constructed of native or Texas stone, stucco or tumbled/soft edge brick. The stone, when used as a veneer, should be laid as if to resemble an actual masonry load-bearing wall with more or less rectilinear joints. **Random irregular stone is not allowed. Manufactured stone materials are not allowed.** Stone should be distributed on all sides of the main house and outbuildings.

Stucco exterior walls may be used in lieu of stone for the body of the primary residence. Plaster colors should be limited to earth tones that would harmonize with the natural landscape. Stone and stucco should be used for chimneys, lintels or to a more decorative extent around doors and windows, or as a base detail. Alternatively, the main body of the house could incorporate stone while an ell or wings be constructed with plaster. **Finish material on all exterior walls should be continued down to within 18 inches of the finished grade.**

Hardie Board cannot be used in lieu of as stucco for exterior walls.

Other exterior surfaces must generally be of materials that will withstand the climate extremes, and like stone and plaster, be natural and unobtrusive to the surrounding landscape.

The use of wood is allowed, but requires careful consideration and detailing, particularly as a wall surface material. Vertical board and batten have historical precedence and are encouraged over wide board contemporary siding. If a wood siding is being considered, take care in selecting a **durable** species with the appropriate scale and profile. Such selection will be at the approval of the Master Design Committee. Hardie Board is approved for the 20% of the non-rock and stucco area. Hardie Plank variances may be granted on a case-by-case basis to accomplish certain design elements.

Dark metal siding for use as an accent (less than 10%) will be reviewed on a case-by-case basis, at the sole discretion of the Master Design Committee. Material selection and color will be strictly reviewed, under no circumstances will a reflective or light color be approved.

Outbuildings in general must be of similar construction to the main body of the residence, although other materials such as wood may be allowed on a case-by-case basis.

All chimneys must be constructed of stone or plaster. If a metal fireplace is used, a decorative cap or bonnet must be installed to screen the spark arrester. Design must be submitted for approval.

Materials which are specifically prohibited are: faux stone, faux wood ceramic tiles, square edged brick, mirrored glass, vinyl and plastics, reflective materials, reflective exterior art work and sculpture, and other materials whose appearance in the judgment of the Master Design Committee does not convey strength, permanence or durability. Stained glass panels will be considered on an individual basis.

Avant garde or highly contemporary styles and materials are also strongly discouraged, and may be rejected by the Master Design Committee in its sole discretion. All architecture will be

approved on a case-by-case basis. Under no circumstances should raked (single pitched) roofs dominate more than 25% of any elevation.

3.9 Building Projections

All projections from a building including, but not limited to, chimney caps, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways shall be visually integrated into the overall design, unless otherwise approved by the Master Design Committee in compliance with Article 3.5 Building Colors and 3.6 Accent Colors. All building projections must be contained within the Building Envelope.

3.10 Garages

Each residence shall contain parking spaces within the Tract for at least two (2) automobiles in an enclosed garage either attached to or detached from the main structure of the residence. Garages **should not** project further than 1 bay (up to 18 feet) in front of the front elevation of the house. All garages must be side facing or rear facing on the main frontage as well as on side street frontage. Single garage doors are **encouraged**, garage selections are required on the submittal package for approval.

Porte cocheres are allowed but are required to not be forward of the residence and act rather as connectors between the main house and garage, or at side entries. Approval of all garages and porte cocheres is subject to the sole discretion of the Master Design Committee.

3.11 Guest Houses and Out Buildings

Such structures are encouraged and may be attached by covered links or be detached but should be in the same general architectural style and material as the residence. Use walls, patios, courtyards, or landscape elements to visually relate detached buildings to the main residence. Separating activities or spaces from the main residence allows their advantage of alternative views, can give privacy, and provide architectural complexity to otherwise simple forms. Out buildings must comply with all regulations and will be subject to these Architectural guidelines.

3.12 No Antennae or Flagpoles

There shall be no antennae of any sort either installed or maintained, which are visible from neighboring property, streets or common areas, except as expressly permitted by the Master Design Committee.

One free-standing flagpole is allowed on any Tract. The flagpole shall be no more than 24' in height as measured from the ground location and placed no farther than 60' from the main residence. The displaying of the American flag is permitted and encouraged, if it is hung from a pole bracket mounted on the residence or if it is suspended from a roof overhang.

3.13 Skylights and Windows

Skylights and windows are important sources of natural light but can be positive contributors of solar heat gain. They can also be sources of undesirable reflections and glare; particularly at night. Care must be taken in locating, positioning and sizing of all windows and skylights. Skylights might be either tinted bronze or gray, rather than white or clear, to help disguise their appearance on a pitched roof. Skylights should not be visible from neighboring properties, streets or common areas.

Proportionately tall windows, windows with transoms, and multiple banks of windows as opposed to large picture windows are encouraged. Equal sash windows are preferred. Horizontal sliders are not permitted. Window division patterns must be submitted for review.

3.14 Porches and Patios

Porches and patios are encouraged and should be designed as integral parts of the residence, so they maximize the enjoyment of the Hill Country's climate and capitalize on the views from the Tract. By properly orienting these outdoor spaces, summer southeast breezes can be captured or winter north winds deflected, the sun can be directed to create shade or allow light, and privacy can be gained. Porches and patios can provide alternative living areas, e.g. consider the use of sleeping porches on first or second floors or use patios for creating lush alternatives to the native countryside.

3.15 Architectural Screen Walls

Screen walls should be a visual extension of the architectural design of the residence. They may be used to separate private areas from the rest of the Building Envelope and used as screening for parking and service areas. The colors and materials of walls must conform to the same standards described in Articles 3.5 and 3.6 of these Master Design Guidelines.

Finish materials on all building walls and screen walls should be continued down to finish grade to the extent possible, thereby eliminating unfinished foundation walls.

3.16 Service Yard

All above-ground garbage and trash containers, mechanical equipment, pool equipment, and other outdoor maintenance and service facilities **must be screened** from other Tracts by walls. These walls must be shown on the approved plans and constructed of materials approved by the Master Design Committee.

3.17 No Visible Storage Tanks

All propane tanks, water tanks, or similar storage facilities shall either be shielded from view by walls or structures or shall be located underground with all visible projections screened from view. Use and/or construction shall comply with all applicable codes and ordinances. Screening must be submitted for review and approval by the Master Design Committee.

3.18 Remodeling of Homes

Remodeling of homes that affects the exterior of a home must follow the same processes outlined in Section Two — Site Development Guidelines, Section Three — Architectural Design Guidelines, Section Five — Construction Guidelines, and Section Six — Review and Approval Process. An existing garage may not be converted into a living space, unless an additional garage space attached to or detached from the main structure of the residence is added to provide space for a minimum of two automobiles.

4. Landscape Guidelines

4.1 Introduction

The goal of Pradera Escondida Ranch is to preserve and improve the beauty and character of the property's natural landscape. **All landscaping materials and plans must be submitted to and approved by the Master Design Committee prior to installation. Please refer to Section 6.8, part (c) for submittal process.**

The distinct character of our natural landscape beyond the natural rolling topography is primarily a combination of mature trees, understory vegetation, brush, and native grass pasture. The variety of height, color, density and distribution of vegetation gives the Texas Hill Country its unique habitat. While there are many different types of trees in the Hill Country area, the Live Oak, Post Oak Elm, and the Red Oak are the most prevalent at Pradera Escondida Ranch. To preserve the existing landscape's texture and color and avoid sporadic "foreign" elements on the horizon, the use of other types of trees (that are typically taller and lighter in color) will be limited to low areas where their maximum mature height is not likely to exceed the height of surrounding topography.

Because many varieties that are "foreign" to the predominant landscape are taller and more riparian in nature, their use may be appropriate around low areas, along drainage ways, dry creek beds or created tanks and ponds within the Developable Area of your Tract.

As with the use of trees, cultivated grasses may be used in certain private and common areas where long-term planning and management can properly contain and control their visual impact. Similarly, the use of flowering ground covers, shrubs, annuals and perennials, can have a dramatic impact if such areas are well controlled and limited in the frequency of their occurrence. Such landscaping may be most appropriate in pedestrian areas, intersections and planters, and in and around public use areas.

4.2 Minimum Landscape Requirements

Along with protecting and preserving significant trees and shrubs, Pradera Escondida Ranch encourages the use of irrigated landscaping with water conservation in mind to emphasize the beauty on each individual Tract. Irrigated landscape (such as an approved grass sod) is encouraged 30' out from the front elevation of the house and 10' along the sides of the house. Artificial turf is not encouraged and will only be considered if it is located on the private side of the house and cannot be viewed from streets or neighboring Tracts.

River rock and other types of “rock mulch” is **not** encouraged and will be approved on a case-by-case basis. The use of this type of landscaping should be used creatively and should not extend to side property line. In no case should the use of “rock mulch” dominate the landscaping of a Tract, either by percentage or from a visual aspect.

4.3 Approved Plants for Native Areas

The approved plants for the Tract shall be the recommended species for Edwards Plateau and the recommended species for South Texas Plains, both as published by the Lady Bird Johnson Wildflower Center.

4.4 Protecting and Preserving Plants and Trees

Care should be taken to protect all plants at Pradera Escondida Ranch; **therefore, all improvements should be sited to avoid existing trees if at all possible.** Reasonable efforts should be made to transplant all significant and transplantable materials that conflict with building improvements within the Tract. It is recommended that competent professionals be consulted prior to transplanting any natural materials. The Master Design Committee may require the transplanting of natural material as a condition of site-planning approval. Such natural material that dies during transplanting may be required to be replaced with a plant of the same species and size.

Heritage Oak Tree Preservation and Texas Oak Wilt Prevention. All trimming of any Live Oak, Post Oak or other Oak Tree must be performed by a licensed ISA (International Society of Arboriculture) Certified Arborist. Texas Oak Wilt Qualified (TOWQ) signifies that the individual Arborist is ISA Certified and has received special training on the Identification and Management of Oak Wilt in Texas.

4.5 Site Work

Be creative in the design process. Plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways wherever practical. Limit structures to the area on the site where drainage, soil and geological conditions will provide a safe foundation. Soil analysis shall be obtained to assure proper foundation design.

Do not use track mounted machinery of any type (e.g. bulldozers, backhoes, bobcats, mulchers, etc.) outside of the building envelope of the Tract as the natural appearance will be severely damaged. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the Tract owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Master Design Committee at the expense of the owner. In addition, extreme care should be taken when using any machinery in the building envelop area of the Tract in order to minimize the amount of land disturbed from its native state. Rubber tire machinery is acceptable to clear portions outside of the building envelope with extreme care to be taken around significant trees and shrubs.

Typically, residences should be nestled into the land, so as to be part of the site rather than being perched on it; thus avoiding unnecessary height which could disturb natural vistas. Consider building between terraces in the natural topography and when possible follow existing contours while achieving a balance of cut and fill.

Once a preliminary plan is well enough defined, it is recommended that the corners of the building be staked out on the ungraded site and elevations taken at each corner with a transit. With this information it is often possible to determine exactly how to further adjust the design to minimize the impact of the structure on the existing contours.

5. Construction Guidelines

5.1 Construction Regulations

In order to assure that the natural landscape of Pradera Escondida Ranch is not unduly damaged during construction, the following construction regulations shall be made a part of the construction contract documents for each residence or other improvements on a Tract. All builders and owners shall be bound by these regulations, and any violation, regardless if by a builder, shall be deemed to be a violation by the owner of the Tract.

Policing of building sites during the construction of any improvements to the Tract will be done by the Master Design Committee (MDC) members and the Directors of the Pradera Escondida Ranch Homeowners' Association. A summary of violations of the Construction Guidelines will be sent to the Homeowners Association from the MDC, with a copy to the Board of Directors. A letter will then be sent to the owner involved.

5.2 Owners Construction Deposit

To guarantee that these Regulations are adhered to, each owner, before beginning any construction or remodeling, shall post a check or cash deposit in the amount of \$2,000, payable to the Pradera Escondida Ranch Homeowners' Association. Should it become necessary for either the Master Design Committee or the Board to remedy any violation of these Regulations, the costs of such remedy will be charged against these funds. The determination of a violation shall be by the sole discretion of the Master Design Committee.

5.3 Pre-construction Conference

Prior to commencing construction, **it is mandatory for the builder and owner to meet with the Master Design Committee to review construction procedures and to coordinate construction activities.** Prior to this meeting, builders will be asked to submit financial statements for review, along with client and professional references. The builder will be asked to supply the Pradera Escondida Ranch Homeowners' Association with a listing of subcontractors and suppliers in order for them to gain access to the project. These subcontractors will be issued a quarterly pass that will allow them access into the development. At the time the (front gate) guard is implemented, the guard will issue this quarterly pass to the subcontractors after they provide the name of the owner, the builder, and the address of the property. Any suppliers entering the subdivision must give the

name of the owner, the builder, and the address of the property where they are making the delivery, and they will be permitted access for the delivery. Deliveries, with the exception of concrete for the foundation, must be made within Pradera Escondida Ranch construction hours, Monday through Saturday, with no deliveries on Sunday.

5.4 Construction Permit

Upon final design approval and approval of the primary contractor for the residence, the Master Design Committee shall issue its own permit which will be required at each construction site before any work begins. The Pradera Escondida Ranch construction permit shall be posted adjacent to the City or County Permits. In order to receive the Pradera Escondida Ranch permit, the construction documents need to be received and reviewed for compliance with the Master Design Committee's stipulations for final approval. **In addition, the owner's deposit must be collected and an acknowledgment of the receipt of the Construction Regulations must be signed.** No construction activity of any kind can take place until the Pradera Escondida Ranch permit is issued and posted.

5.5 Occupational Safety and Health Act Compliance (OSHA)

All applicable OSHA regulations and guidelines must be strictly observed at all times.

5.6 Temporary Facilities

Any owner or builder who desires to temporarily install or bring a construction trailer, field office, or the like to Pradera Escondida Ranch shall first apply for and obtain written approval from the Master Design Committee. To obtain such approval, he shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, the portable toilet, and the trash receptacle noted thereon. The location should be out of sight from the street and adjacent neighbors to the extent possible. Such temporary structures shall be removed upon completion of construction.

5.7 Construction Fencing

To protect the setbacks of a Tract from damage due to construction operations, a permanent and substantial rope, chain or fence shall be installed to completely enclose the construction site (the "Building Envelope") within the Developable Area. The fencing must be made of nylon rope, chain or other material as may be approved by the Master Design Committee. This fencing should completely enclose the construction site (the "Building Envelope"), as well as border the front of the Tract, construction driveway, and the Tract on the opposite side of the street. The Master Design Committee encourages protecting as much of the landscape as possible. Accordingly, the Building Envelope shall be the minimum area needed surrounding the building improvements to allow for access of construction and shall have a **single entrance** located at the driveway entrance. The construction trailer, (if any), portable toilet, construction material storage, dumpsters, and all parking areas must all be contained within the Building Envelope.

5.8 Debris and Trash Removal

At the start of construction (start is defined as form work for the foundation), a dumpster must be on site within the construction envelope. Builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Builders are prohibited from dumping, burying, or burning trash anywhere on Pradera Escondida Ranch. During the construction period, each construction site and the route to and from the construction site, shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Tracts or any open space. Unsightly dirt, mud, or debris from activity on each construction site shall be promptly removed and the general area cleaned up.

5.9 Sanitary Facilities

At the start of construction (start is defined as form work for the foundation), each builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building Envelope and or in an area approved by the Master Design Committee. The location should be out of sight from the street and from adjacent neighbors to the extent possible. Such temporary structures shall be removed upon completion of construction. Location of such shall be delineated on the architect's site plan and submitted to the Master Design Committee for approval.

5.10 Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other Tracts or any open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope or in areas designated by the Master Design Committee. All vehicles shall be parked so as not to inhibit traffic. To clarify, parking for construction workers and all equipment must be confined to inside the "Building Envelope." No parking is allowed on the street, in the street right-of-way at the front of the Tract, on neighboring Tracts or in common areas.

Each builder shall be responsible for its subcontractors and suppliers obeying the speed limits posted within the development. Fines will be imposed against the builder for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the builder and its subcontractors/suppliers. Repeat offenders may be denied future access to Pradera Escondida Ranch by the Committee.

5.11 Conservation of Landscaping Materials

Builders are advised that the Tracts and open spaces of Pradera Escondida Ranch contain valuable native plant and other natural features, such as top soils. It is imperative that these resources be protected during construction.

5.12 Excavation Materials

Excess excavation materials must be hauled away from Pradera Escondida Ranch .

5.13 Restoration or Repair of Property Damages

Damage and scarring to any property, open space or other Tract, including but not limited to roads, driveways, concrete curbs, gutters, utilities, vegetation and/or other improvements, resulting from construction operations, will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the builder. In the event of default by the builder in meeting these obligations, the Tract owner who has retained the builder shall be responsible.

5.14 Miscellaneous and General Practices

All owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors while on the premises of Pradera Escondida Ranch. The following practices are prohibited:

- a. Changing oil on any vehicle or equipment on the site itself or at any other location within Pradera Escondida Ranch other than at a location, if any, designated for that purpose by the Master Design Committee.
- b. Allowing concrete suppliers, plasterers, painters, or subcontractors to clean their equipment anywhere but the location designated, if any, for that purpose by the Master Design Committee.
- c. Removing any rocks, plant material, topsoil, or similar items from any property of others within Pradera Escondida Ranch, including other construction sites.
- d. Carrying any type of firearms within Pradera Escondida Ranch.
- e. Using disposal methods or equipment other than those approved by the Master Design Committee.
- f. Careless disposition of cigarettes and other flammable material. At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
- g. Careless treatment or removal of protected plant materials or plants not previously approved for removal by the Master Design Committee.
- h. No pets, particularly dogs, may be brought into Pradera Escondida Ranch by construction personnel. In the event hereof, the Master Design Committee, the Board, or Developer shall have the right to contact authorities to impound the pets, to refuse to permit the builder or subcontractor involved to continue

work on the project, or to take other action as may be permitted by law, these Master Design Guidelines, or the Declaration of Covenants, Conditions, Easements, and Restrictions.

- i. Catering trucks will be permitted. Trash generated by the purchase of items from these trucks and from construction practices should be contained and disposed of properly. Repeated problems with these requirements could result in the trucks being denied admittance to the property.
- j. Open fires are not permitted by the owner or builder at any time.

5.15 Construction Access

The only approved construction access during the time a residence or other improvement is under construction will be over the approved driveway for the Tract, unless the Master Design Committee approves an alternative access point. **In no event shall more than one construction access be permitted onto any Tract.** Access through neighboring Tracts or driveways is not permitted. **Prior to construction of any kind, a construction driveway must be built with a minimum of 4" base material.**

5.16 Dust and Noise

The builder shall be responsible for controlling dust and noise, including, without limitation, music from the construction site.

5.17 Construction Signage

Temporary construction signs shall be limited to one sign per Tract not to exceed six square feet of total surface area. The sign shall be free-standing within the Building Envelope, and its design and location shall be subject to the review and approval of the Master Design Committee. In an effort to maintain the residential character of Pradera Escondida Ranch, the Master Design Committee will require all construction signs to meet the following criteria:

- a. Signs shall be single-faced, panel type, with a maximum area of 6 square feet. No additional signs may be attached to the main sign or be suspended below it.
- b. Only the following information may appear on a construction sign:

- Builder's name
- Architect's name
- Owner's name or name of house (Twin Creek, etc.)
- One phone number
- One miscellaneous tag line
- Street address and Tract number

- c. Descriptive phrases such as “3-bedroom” may not appear on any construction sign.
- d. Colors of sign backgrounds should be muted earth tones which harmonize with Hill Country colors rather than sharply contrast with them. Letter colors should relate harmoniously with the background colors while providing sufficient contrast to enable the sign to be read from approximately 20 feet away.
- e. The sign shall be mounted on a standard sign support and placed in the ground. It may not be attached to a tree or a fence.
- f. Construction signs must be removed at the time the house is substantially complete or when the Master Design Committee directs the sign to be removed.

5.18 Daily Operation

Daily working hours for each construction site shall be from 7:00 am to 7:00 pm, Monday through Saturday, unless other hours are designated in writing by the Master Design Committee. No construction is allowed on Sundays.

6. Review and Approval Process

The Master Design Guidelines and the Master Design Committee were created through Article VII, MASTER DESIGN COMMITTEE of the Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, P.L.D., as filed in the Real Property Records of Comal County, Texas. Other provisions within the Declaration that are applicable to design and landscape control are incorporated herein by reference, and control over the provisions herein. Capitalized terms used within the Master Design Guidelines, but not defined herein, shall bear the same meaning as in the Declaration.

6.1 Organization of the Master Design Committee

A Master Design Committee has been created to oversee the overall residential development of Pradera Escondida Ranch in accordance with these Master Design Guidelines and the “Declaration of Covenants, Conditions, Easements, and Restrictions” as recorded in the Official Public Records of Real Property of Comal County, Texas for Pradera Escondida Ranch. Other design guidelines as well as separate Design Review Committees may be created for additional units or annexations to Pradera Escondida Ranch. The role of additional Design Review Committees would be to review proposed designs for compliance with the more specific guidelines that may be applicable in those specific areas.

6.2 Purpose and Authority of the Master Design Committee

In order to assist each owner in the planning and designing of his residence (and any other improvement of the Tract) within the Pradera Escondida Ranch aesthetic, a comprehensive design review process has been established to be administered by the Master Design Committee. This process provides an opportunity for the owner to draw upon expertise and knowledge which the Master Design Committee has acquired during the planning and development of Pradera Escondida Ranch. As provided by the Declaration, the Design Committee is charged with the responsibility of maintaining the standards set forth in the Master Design Guidelines, and as provided herein, the Design Committee has the authority to issue all formal approvals or disapprovals of projects and enforce the Master Design Guidelines. Each residence and/or improvement on the Tract must meet the criteria of the Master Design Guidelines.

The Master Design Committee will review designs only after determining that it has all information necessary. After adequate time for professional review, it will take one of the following actions: (a) Approval; (b) Approval with stipulations; or (c) Disapproval. The Committee will inform the applicant in writing of its action.

It is strongly recommended that an owner retain competent, experienced professional services for planning and design. A thorough analysis and understanding of a particular Tract, the owner's special needs, and the skill to translate this into building form, as well as the ability to convey the concept and design of a proposed residence or other improvement to the Master Design Committee are all elements critical to the design and review process. If an owner elects to do his own design or to obtain nonprofessional services, and the result in either case is not approved by the Master Design Committee, the Committee has the right to require that the owner thereafter utilize professional design services. If a submittal is rejected more than twice, an additional review fee will be charged.

The Master Design Committee may, from time to time and in its sole discretion, adopt, amend, and repeal by unanimous vote, rules and regulations to be incorporated into the Master Design Guidelines or the design guidelines of any additional unit or annexation which, among other things, interpret, supplement, implement or entirely revise the provisions of those

Guidelines. All such rules, regulations, or amendments, as may from time to time be adopted, amended, or repealed, should be appended to and made a part of the Master Design Guidelines or the design guidelines of the units affected, and shall have the same force and effect as if they were set forth in, and were part of, the applicable Guidelines.

Each Owner is responsible for obtaining from the Master Design Committee a copy of the most recently revised Master Design Guidelines, and should inquire if any substantive amendments to the Master Design Guidelines have been adopted since the most recent printing of the Master Design Guidelines.

6.3 The Review Process in General

The design review process was developed to provide adequate checkpoints in an effort to ensure compliance with the overall philosophy and aesthetics of Pradera Escondida Ranch, and minimize time and money spent on residential designs which do not adhere to the Master Design Guidelines. An attempt has been made to streamline this process and eliminate excessive delays. Nevertheless, each owner is himself responsible for complying with the Master Design Guidelines and all other applicable provisions of the Declaration as filed on record with the County of Comal, as well as all the rules and regulations of any governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

The Master Design Committee will conduct reviews of projects during their regular meetings or at such other times as they deem appropriate. Owners, architects, and builders shall be encouraged to attend regular meetings. The Master Design Committee will respond in writing no later than 30 working days after a complete submittal is made and received. Results of reviews will not normally be discussed over the telephone. Any responses an owner may wish to make in reference to issues contained in the Master Design Committee's notice following review of submittals should be addressed to the Master Design Committee in writing. All discussions and responses must be directed to the Committee in writing in care of the Owners Association.

Although the Master Design Committee will enforce all provisions of the Master Design Guidelines, the following will be of particular concern:

- a. Site Planning with regard to the building improvements, location and its sensitivity to views and privacy from other Tracts or open spaces.
- b. Building heights and massing, including roof lines.
- c. Exterior elevations of residences in an effort to establish and maintain a high level of aesthetic quality.
- d. Building materials.
- e. Exterior paint and material colors, as well as color usage and its distribution.
- f. Landscaping of the Tract in order to beautify the natural state of Pradera Escondida Ranch.

Pradera Escondida Ranch has chosen not to take a prescriptive approach to achieving harmony, but an objective approach wherein environmental and aesthetic goals are presented for the creative interpretation of the designer. Throughout the Master Design Guidelines, care has been taken to avoid requiring certain elements of style or references to specific periods of architectural history.

Instead, Pradera Escondida Ranch seeks to acknowledge the appropriateness of the Texas Hill Country's style without dictating adherence to a strict set of rules. While this approach promotes

diversity and creativity, its inherent subjectivity places greater demands on the design and review processes and relies exclusively on the sensitivity and talent of the designer and the judgment of the reviewers.

While Pradera Escondida Ranch has taken several steps to make its objectives clear, experience has proven that compliance with guidelines does not guarantee good composition or beauty. In addition to being pro-active in the communication of our goals and review process, experience has prompted us to become positive contributors in design situations where the Master Design Committee is dissatisfied with the abstract issues of general composition, or integrity, or the lack of visual strength, durability or permanence. In these cases, sketches may be offered to illustrate specific areas or elements of dissatisfaction, and the committee may require a personal meeting with the applicant to discuss possible alternatives.

6.4 The Review Process - Phases

In general, the design review process is divided into six phases:

- a) Contractor (Builder) Approval Review.
- b) The Pre-Design Meeting.
- c) The Preliminary Submittal.
- d) The Final Submittal.
- e) The Pre-Construction Meeting.
- f) The Construction Process.
- g) The Final Inspection.

Revised submittals may be required before final approval is granted. Please also refer to Section 6.4, (c) regarding the design review fees.

6.4.a. Contractor (Builder) Approval Review

Builders will be approved on an individual, case-by-case basis. The Master Design Committee has the ability to approve or deny any Builder at its **sole discretion**. Tract owner must submit their preferred home Builder to the Master Design Committee for approval before the house plan submittal. Builders will need to provide 2 client references, financial records and have built at least 3 homes over \$750,000 in the last 2 years.

Approval in no case shall exceed more than 30 days from receipt of such notice. The Master Design Committee, however, by giving approval of a contractor makes no guaranties of any kind for the performance, either fiscally or for the quality of actual construction of the approved contractor.

6.4.b. Pre-Design Meeting (Mandatory Meeting)

To initiate the review and approval process prior to preparing any drawings for proposed improvement, it is mandatory that the owner and/or his Architect meet with a representative of the Master Design Committee to discuss the proposed residence and to explore and resolve any questions regarding building requirements or interpretation of the Master Design Guidelines or the design preview process. This informal review is to offer guidance prior to the initiation of preliminary design. An appointment for the Pre-Design Meeting should be made at least one week in advance.

6.4.c. Preliminary Submittal

Preliminary drawings, including all of the exhibits outlined below, must be submitted to the Master Design Committee after the Pre-Design Meeting. Architect/Designer's name and contact information must be clearly shown on Preliminary and Final Submittal.

- 1) A site plan at a scale no less than 1"=30' (1"=20' preferable) on a 24" x 36" or a 30" x 42" sheet showing the locations and areas of front/side/rear setbacks, the Building Envelope, all building improvements or major structures, distances from proposed structures to nearest structures (if any) on adjacent Tracts, driveway, parking areas, patios, pools, walls, proposed utility service facilities and routes, site grading, including existing and proposed contours at one-foot intervals, and major topographic features such as washes, rock outcroppings and existing trees and major shrubs to be retained and relocated or that are within 30 feet of the proposed improvements, any disturbed areas, and elevations of all building floors, patios, and terraces, shown in relation to site contour elevations. Each owner submitting drawings for approval to the Master Design Committee shall be responsible for the accuracy of all information contained therein. The survey received upon closing may be incomplete due to the lack of tree locations and unique topographical features and would not be acceptable for submittal purposes.
- 2) Roof Plan and Floor Plans at no less than 1/8"=1'-0". Roof plans shall show areas of sloped and flat roofs (if any), porch roofs, roof-mounted equipment, all skylights, solar collectors, etc.
- 3) Exterior elevations of all sides of the residence, at the same scale as the floor plans, with both existing and proposed grade lines shown and all exterior materials and general colors indicated. Elevations (heights) of all roof ridge lines, cupolas, or parapets shall be shown.
- 4) A Design Review Fee of \$500 made out to "Pradera Escondida Ranch Homeowners' Association, Inc." must accompany the submittal. In the case of an addition to the existing home or other improvement to the Tract, the Improvement Review Fee will be based in \$0.10 per square foot of total area under roof, or a minimum of \$100. Checks should be made out to the Pradera

Escondida Ranch Homeowners' Association, Inc. The Improvement Review Fee is a onetime fee that covers all improvements, i.e. pools, fencing, landscaping, etc.

- 5) Any other drawings, materials, or samples requested by the Master Design Committee.
- 6) Ancillary improvements contemplated on the Tract must be shown on the Preliminary Submittal.

To assist the Master Design Committee in its evaluation of the Preliminary Submittal, the owner shall, if requested, provide preliminary staking at the locations of the corners of the residence or major improvements and at such other locations as the Committee may request. The staking will be at such heights as may be necessary to indicate proposed finish floor elevations.

Posting of Property. As soon as the submission of preliminary drawings is complete, the Master Design Committee will post a notice at the Tract stating "Design Review in Progress" that drawings have been submitted with respect to the Tract and will be available for review by other owners. Written comments may be submitted to the Master Design Committee regarding the posted Tract within ten working days of the posting of the notice.

Preliminary Review. After the posting and comment period and any staking of the Tract, the Preliminary Submittal will be deemed complete except for any additional materials, information or staking requested in writing by the Master Design Committee. The Master Design Committee will then review the submittal for conformance to these Master Design Guidelines and provide a written response to the owner (see 6.1).

6.4.d. Final Submittal & Approval

After preliminary approval is obtained, the following documents are to be submitted to the Master Design Committee for final approval.

- 1) Complete construction documents for the residence including all data noted required in the Preliminary approval, building sections as required to illustrate the building, all utility locations, electric meter and transformer locations, any adjustments to locations and/or areas of the Building Envelope or the location of the building improvements and manufacturer's catalog cut sheets of all exterior fixtures. Comments from the Preliminary Submittal must be incorporated onto original Final Submittal construction documents. Sketched or red-lined construction drawings will not be accepted.
- 2) Specifications for all exterior materials and colors, including stone and mortar, stucco color, trim color, roof material, front door, window and glass specifications and accent items, including color photographs of any exterior art work. A mock-up of exterior materials will be required onsite displayed on a minimum 4'x6' backing. The board should be clearly marked with

owner's name, filing date, and Tract number, and identified with manufacturer's name, color, and/or number.

- 3) A complete landscape plan, at the same scale as the site plan showing: areas to be irrigated, (if any), locations and sizes of all existing and proposed plants with a list of all proposed plants, lawn areas specifying variety of grass, any decorative features such as imported rocks and/or sculpture, areas of dry creek beds, terracing, swimming pools, decorative ponds and/or fountains, site lighting, decks, patios, fencing, play structures, basketball goals, recreational courts, garden areas, and any other improvements. All plants proposed for transplanting shall be tagged in the field for inspection by the Master Design Committee.
- 4) If necessary, a surface water hydrology report, performed by a registered civil engineer, in a form determined by the Master Design Committee.
- 5) Notification of any changes required by city or county plan review.
- 6) An approximate time schedule indicating approximate dates for starting and completion of construction, utility hook-up, completion of landscaping work, and anticipated occupancy date.
- 7) Locations of the construction toilet and dumpster and any other temporary facilities.
- 8) Contractor's name and references, if already chosen. Please refer to Section 6.16 regarding contractor approval.

Upon receipt of the complete Final Submittal, the Master Design Committee will review the submittal for conformance to these Master Design Guidelines and any preliminary approval stipulations. Upon determining that the required submittals have been received and are in a form acceptable to the Committee, the Master Design Committee will provide a written response to the owner. Approval of the plans by the Master Design Committee does not relieve the applicant from complete responsibility for compliance with the Master Design Guidelines, and the requirement of all other approval agencies.

6.4.e. Pre-Construction Meeting (Mandatory Meeting)

Both the owner and builder must attend a pre-construction meeting with the Master Design Committee. Section 5 of the Guidelines regarding construction will be reviewed in detail, along with any additional information pertaining specifically to the site in question. Any questions regarding the construction process may be addressed at this meeting. If the construction deposit has not yet been made, it should be done by this meeting in order to receive a Pradera Escondida Ranch construction permit.

6.4.f. Construction Process

Securing of any and all construction and occupancy permits are the responsibility of the owner and/or builder. Construction shall be in accordance with the Final Submittal approved by the Master Design Committee and in accordance with all applicable governmental rules and regulations. Also refer to Section 5.3 in regard to the Pradera Escondida Ranch Construction Permit.

Additional Construction and/or Exterior Changes. Any exterior changes to the approved drawings before, during, or after the construction of an improvement must first be submitted for approval by the Master Design Committee. Additional construction of improvements, i.e. swimming pools, decorative ponds, lighting, fencing, outbuildings, play structures, sports facilities, etc. must be approved by the Master Design Committee before being constructed. As described in Section 6.5 (d), plans should be accompanied by a \$100 Improvement Review Fee. This one-time fee will cover all future submittals, such as landscaping, fencing, etc.

Re-submittal of Drawings. In the event of disapproval by the Master Design Committee of either a preliminary or a final submittal, any re-submission of drawings must follow the same procedure as the original submittal. An additional design review fee will not be required.

Work in Progress — Inspection. The Master Design Committee may inspect all work in progress and give notice of noncompliance, if found. Absence of such inspection and notification during the construction period does not constitute either approval by the Master Design Committee of work in progress or compliance with the Master Design Guidelines or the Declaration.

6.4.g. Final Inspection

Upon completion of any residence or other improvement for which final approval was given by the Master Design Committee, the owner shall give written notice of completion to the Master Design Committee. All landscaping and site repair work should be completed before a request is made for a final inspection.

Within such reasonable time as the Master Design Committee may determine, but in no case exceeding 30 working days from receipt of such written notice of completion, it may inspect the residence and/or improvements. If it is found that such work was not done in strict compliance with the approved Final Submittal and the Master Design Guidelines, it shall notify the owner in writing of such non-compliance within 30 days of its receipt of the owner's notice of completion, specifying in reasonable detail the particulars of non-compliance, and shall require the owner to remedy the same.

If upon the expiration of 30 days from the date of such notification by the Master Design Committee, the owner shall have failed to remedy such noncompliance, the Master Design Committee shall notify the owner. The Committee may take such action to remedy this noncompliance as is provided for in these Master Design Guidelines or the Declaration including, but without limitation, injunctive relief or the imposition of a fine. The cash bond/construction deposit will not be refunded until the final inspection is completed and it is determined that the house

was built according to the approved plan and all of the Pradera Escondida Ranch Guidelines were followed.

6.5 Non-Waiver

Any approval by the Master Design Committee of any drawings or specifications or work done or proposed, or in connection with any other matter requiring such approval under these Master Design Guidelines or Declaration, including a waiver by the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Committee may disapprove an item shown on the final submittal even though it may have been existent in previous submittals and was not disapproved. The owner and his representative shall make known to the Committee any variances from the Master Design Guidelines. Furthermore, should the Committee overlook or not be aware of any item of noncompliance at any time during the review process, construction process or during its final inspection, the oversight of the Committee in no way relieves the owner from compliance with these Master Design Guidelines and all other applicable codes, ordinances and laws.

6.6 Correspondence with the Master Design Committee

All notices and correspondence required herein shall be made to:

Pradera Escondida Ranch Master Design Committee
c/o Kelly L. Knight, President
Equitis Solutions, LLC
9676 Canyon Mist
Helotes, Texas 78023
Telephone: (210) 901-3725

6.7 Non-Liability of Master Design Committee and Developer

Neither the Master Design Committee, nor any member thereof, nor the Developer, nor their respective successors or assigns, shall be liable in damages to anyone submitting drawings or specifications to them for approval, or to any owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications or by the approval or disapproval of the primary contractor by the Master Design Committee. By submission of such for approval, an owner agrees that he will not bring any action or suit against the Master Design Committee, any member thereof, or Pradera Escondida Ranch Development, the Developer. Approval of a submittal or of a contractor shall not be deemed to be a representation or warranty that the owners' drawings or specifications for the actual construction of a residence or other improvement complies with applicable governmental ordinances or regulations, or of any ability fiscal or otherwise of the contractor. Furthermore, any approvals by the Committee do not warrant habitability or soundness of structure in any way. It shall be the sole responsibility of the owner or any agent of the owner on his behalf submitting drawings or specifications to the Master Design Committee, as well as any person performing any construction, to comply therewith.

6.8. Enforcement

These Master Design Guidelines may be enforced by the Master Design Committee or the Pradera Escondida Ranch Homeowners' Association, Inc. as provided herein, or in the Declaration, or in the Bylaws of the Association.

6.9 Right of Waiver

The Master Design Committee reserves the right to waive procedures or standards set forth at its sole discretion for good cause.

6.10. Estoppel Certificate

Within 30 days after written demand is delivered to the Master Design Committee by any owner, and upon payment therewith to the Master Design Committee of a reasonable fee from time to time to be fixed by it, the Master Design Committee shall record an estoppel certificate executed by any two of its members certifying with respect to any Tract of said owner, that as of the date thereof either all improvements and other work made or done upon said Tract: (a) comply with the Master Design Guidelines and the Master Declaration, or (b) do not so comply. In the event the improvements do not comply, the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth particularly the cause or causes for such noncompliance. Any purchaser from the owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Pradera Escondida Ranch Homeowners' Association, Inc., the Master Design Committee, Developer, all owners and other interested persons, and such purchaser, mortgagee, or other encumbrancer.

6.11. Commencement of Construction

Upon receipt of approval from the Master Design Committee, the owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one year from the date of such approval. If the owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the owner made to the Master Design Committee prior to the expirations of said one-year period, and upon finding by the Master Design Committee that there has been on change in circumstances, the time for such commencement may be extended in writing by the Master Design Committee. The owner shall, in any event, complete the construction, reconstruction, refinishing, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors) of any improvement of his Tract within one year after commencing construction thereof, except when and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, or natural calamities. If owner fails to comply with this paragraph, the Master Design Committee may notify the Board of Directors of the Pradera Escondida Ranch Homeowners' Association, Inc. of such failure, and the Board at its option, shall either complete the exterior in accordance with the approved drawings, or remove the improvement and return the Tract to its natural state prior to construction.

The owner shall reimburse the Pradera Escondida Ranch Property Homeowners' Association, Inc. for all expenses incurred in connection therewith.

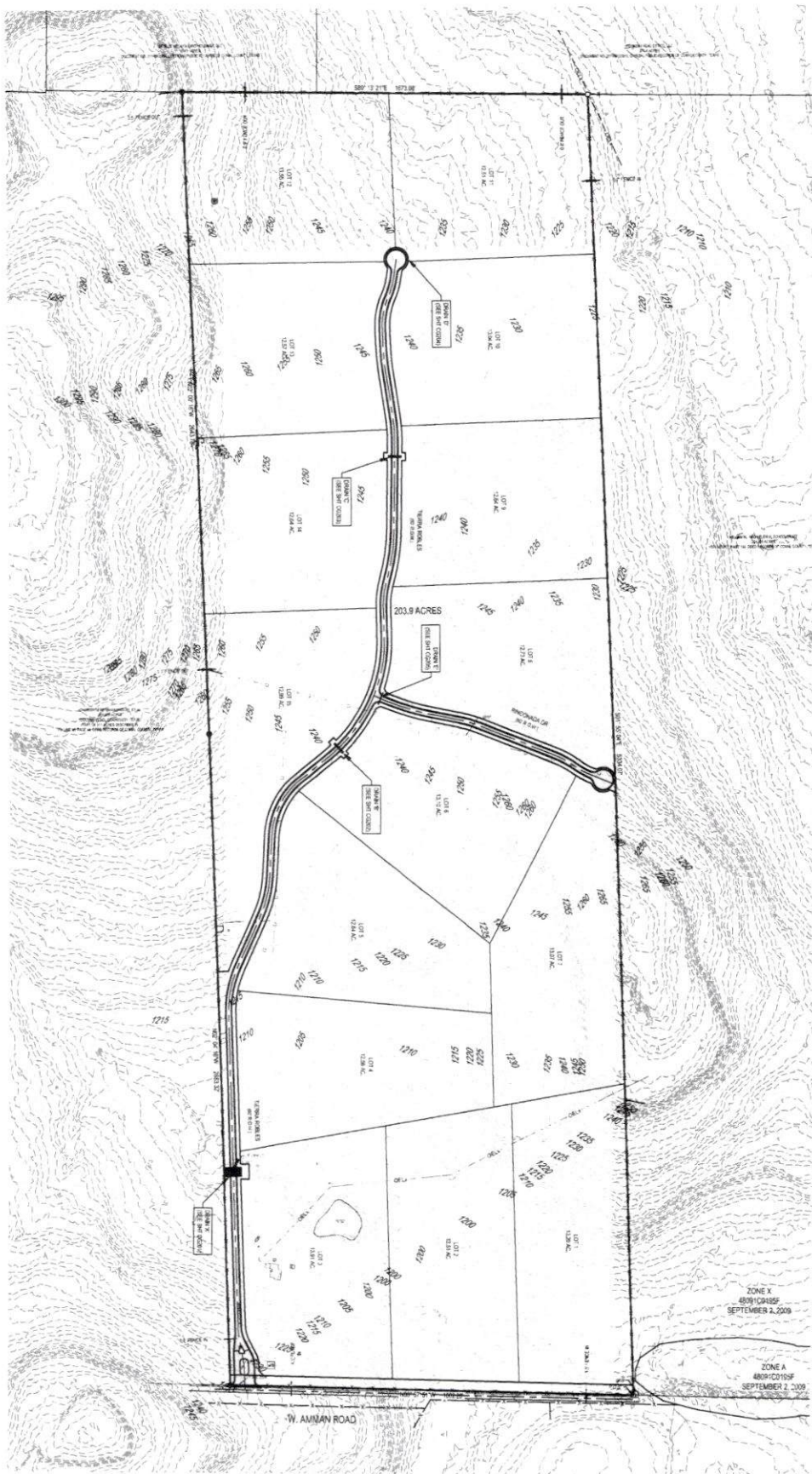
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Exhibit "B"

Land Plan

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**



ZONE X
4809-100195F
SEPTEMBER 2, 2009

ZONE A
4809-100195F
SEPTEMBER 2, 2009

NOTE: UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

CS101
JOB NO. 3350
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 09/20/09

OVERALL SITE PLAN
FOR
PRADERA ESCONDIDA RANCH
COMAL COUNTY, TEXAS



11 FOWER ROAD, SUITE 200
LEWISVILLE, TEXAS 75040
TEL: 972-942-8800
WWW.MATKINHOOPER.COM

11111 FOWER ROAD, SUITE 200
LEWISVILLE, TEXAS 75040
TEL: 972-942-8800
WWW.MATKINHOOPER.COM

PROFESSIONAL SEAL
STATE OF TEXAS
SURVEYOR
MATKINHOOPER ENGINEERING & SURVEYING
SEPTEMBER 2, 2009

N

Exhibit "C"

Tract Setback Table

Tract/Block	Front	Side	Rear	Entrance Gate
1/1	75	75	50	75
2/1	75	75	50	75
3/1	75	75	75	75
4/1	75	75	75	75
5/1	75	75	75	75
6/1	75	75	75	75
7/1	75	50	75	75
8/1	75	75	50	75
9/1	75	75	50	75
10/1	75	75	50	75
11/1	75	75	50	75
12/1	75	75	50	75
13/1	75	75	50	75
14/1	75	75	50	75
15/1	50	75	50	75

Exhibit "D"

Road Maintenance Amortization Schedule

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

PRADERA ESCONDIDA RANCH HOABUDGET PROJECTION - 5 YEAR

	YEAR 1	YEAR 2	YEAR 2	YEAR 4	YEAR 5	YEAR 5
INCOME						
Assessment Income (15 X \$2000)	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
HOA Admin Fees	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Violation Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assessments						
TOTAL INCOME	\$ 30,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000
EXPENSES						
<i>ADMINISTRATIVE</i>						
Accounting (tax return)	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Licenses/Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Management Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,500	\$ 3,500	\$ 3,500
Meeting Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. General Expenses	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Newsletter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Prof Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative	\$ 3,950	\$ 3,950	\$ 3,950	\$ 4,450	\$ 4,450	\$ 4,450
<i>UTILITIES</i>						
Electric Service (Entry Gate)	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Communications (Entry Gate)	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Trash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Utilities	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
<i>PROPERTY EXPENSES</i>						
Auto Gates/Access Control	\$ -	\$ 500	\$ 500	\$ 600	\$ 600	\$ 600
Equipment & Major Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fence Maint/Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Keys / Locks Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 3,000	\$ 3,000	\$ 3,500	\$ 3,500	\$ 4,000	\$ 4,000
Easement Maintenance	\$ -	\$ 500	\$ 1,200	\$ 1,230	\$ 1,260	\$ 1,290
Landscape Replcmt / Décor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maint/Repair-Misc.	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Misc. Property Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security / Safety / Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Maintenance Exp	\$ -	\$ 2,800	\$ -	\$ 2,860	\$ -	\$ 18,960
Total Property Expense	\$ 3,500	\$ 7,300	\$ 5,700	\$ 8,690	\$ 6,360	\$ 25,350

PRADERA ESCONDIDA RANCH HOABUDGET PROJECTION - 5 YEAR

	YEAR 1	YEAR 2	YEAR 2	YEAR 4	YEAR 5	YEAR 5
<i>TAXES & INSURANCE</i>						
Property Insurance- Package	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,500	\$ 3,500	\$ 3,500
Property Insurance- Umbrella	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes- Property	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Taxes- Federal Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	=====	=====	=====	=====	=====	=====
Total Tax & Insurance	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,800	\$ 3,800	\$ 3,800
TOTAL OPER. EXPENSES	\$ 12,150	\$ 15,950	\$ 14,350	\$ 18,140	\$ 15,810	\$ 34,800
NON-OPERATING EXPENSES						
Operating Reserves (Road Maint)	\$ 17,850	\$ 15,050	\$ 16,650	\$ 12,860	\$ 15,190	\$ (3,800)
Reserve Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reserves	\$ 17,850	\$ 15,050	\$ 16,650	\$ 12,860	\$ 15,190	\$ (3,800)
TOTAL EXP & RESERVES	\$ 30,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000
NET FUND CHANGE	\$ 17,850	\$ 15,050	\$ 16,650	\$ 12,860	\$ 15,190	\$ (3,800)
Projected Cash Balance	17,850	32,900	49,550	62,410	77,600	73,800

**PRADERA ESCONDIDA RANCH HOA
PRIVATE ROAD MAINTENANCE ESTIMATE
24 YEAR EXPENSE AMORTIZATION**

Year	Every 2 years - Crack Seal	Every 12 years Single Course Surface Treatment - 100% Road	Every 6 years - Repair Base/Failure 5% Assumed	Every 24 years - Remove/Replace Existing - 2" Mill and Overlay	Annual - Easement Maintenance & Debris Removal	Annual Total	Balance
1							\$ 11,000.00
2	\$ 2,800.00				\$ 500.00	\$ 3,300.00	\$ 18,700.00
3					\$ 1,200.00	\$ 1,200.00	\$ 28,500.00
4	\$ 2,860.00				\$ 1,230.00	\$ 4,090.00	\$ 35,410.00
5					\$ 1,260.00	\$ 1,260.00	\$ 45,150.00
6	\$ -		\$ 18,960.00		\$ 1,290.00	\$ 20,250.00	\$ 35,900.00
7					\$ 1,320.00	\$ 1,320.00	\$ 45,580.00
8	\$ 2,980.00				\$ 1,350.00	\$ 4,330.00	\$ 52,250.00
9					\$ 1,380.00	\$ 1,380.00	\$ 61,870.00
10	\$ 3,040.00				\$ 1,410.00	\$ 4,450.00	\$ 68,420.00
11					\$ 1,440.00	\$ 1,440.00	\$ 77,980.00
12		\$ 48,980.00			\$ 1,470.00	\$ 50,450.00	\$ 38,530.00
13					\$ 1,500.00	\$ 1,500.00	\$ 48,030.00
14	\$ 3,170.00				\$ 1,530.00	\$ 4,700.00	\$ 54,330.00
15					\$ 1,570.00	\$ 1,570.00	\$ 63,760.00
16	\$ 3,240.00				\$ 1,610.00	\$ 4,850.00	\$ 69,910.00
17					\$ 1,650.00	\$ 1,650.00	\$ 79,260.00
18			\$ 18,960.00		\$ 1,690.00	\$ 20,650.00	\$ 69,610.00
19					\$ 1,730.00	\$ 1,730.00	\$ 78,880.00
20	\$ 3,370.00				\$ 1,770.00	\$ 5,140.00	\$ 84,740.00
21					\$ 1,810.00	\$ 1,810.00	\$ 93,930.00
22	\$ 3,440.00				\$ 1,850.00	\$ 5,290.00	\$ 99,640.00
23					\$ 1,890.00	\$ 1,890.00	\$ 108,750.00
24	\$ -			\$ 116,920.00	\$ 1,930.00	\$ 118,850.00	\$ (13,920.00)

Roadway and Easement Contribution
\$ 11,000.00

2% Inflation

2% Inflation

2% Inflation

Totals: \$ 24,900.00 \$ 48,980.00 \$ 37,920.00 \$ 116,920.00 \$ 34,380.00

Paved Area (SY)	\$ Surface Course /1x (SY)
15,800	\$2.50

\$ Surface Course 2x / (SY)
\$5.00

Basis: Private Road used by 15 HOA Members, no commercial or heavy traffic.

Year 1: No repairs/rehab, under warranty from contractor

Year 6, 18: Base failure repairs (8" flex base plus 2" TY D surface course). Estimated to be 5% of overall asphalt roadway

Year 12: Single Course (paving and aggregate) applied to entire asphalt roadway

Year 24: 2" Mill and Overlay of overall asphalt roadway. Base failure repair prior to mill and overlay

*** The costs noted are based on 2019-2020 data and today's \$ and shall be considered for inflation (approx. 2%) and future costs

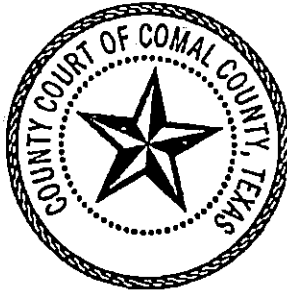
Overall Total:
\$ 263,100.00

Avg Annual Total
\$ 10,962.50

Avg Annual Easement
\$ 1,432.50

Avg Annual Road Maint.
\$ 9,530.00

Road & Easement Amt
\$ 11,000.00



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/15/2021 03:08:44 PM
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