

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

**SWEETWATER**

A Master Planned Community in Travis County, Texas

**NOTICE OF APPLICABILITY OF
MASTER COVENANT****SECTION ONE, VILLAGE I**

Cross reference to Amended and Restated Sweetwater Master Covenant, recorded as Document No. 2011166452, Official Public Records of Travis County, Texas.

{W0598194,2}

**NOTICE OF APPLICABILITY OF SWEETWATER MASTER COVENANT
[SECTION ONE, VILLAGE I]**

This Notice of Applicability of Sweetwater Master Covenant [Section One, Village I] is made and executed by **WS - COS DEVELOPMENT, LLC**, a Delaware limited liability company ("Declarant"), and is as follows:

1. **Applicability of Master Covenant.** This Notice of Applicability is filed with respect to all lots located within Sweetwater Section One, Village I, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300261, Official Public Records of Travis County, Texas (collectively, the "Development Area"). Declarant is the owner of the Development Area. Pursuant to that certain Amended and Restated Sweetwater Master Covenant, recorded as Document No. 2011166452 in the Official Public Records of Travis County, Texas (the "Master Covenant"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant (the "Property"), upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Property Incorporated Into Development.** The provisions of the Master Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

3. **Miscellaneous.** This notice constitutes a notice of applicability under *Section 10.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Notice of Applicability has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

WS - COS DEVELOPMENT, LLC, a Delaware limited liability company,

By: **WSI (II) - COS, LLC**, a Delaware limited liability company, its Managing Member

By: *Michael L. Rafferty*
Michael L. Rafferty, Authorized Signatory

THE STATE OF TEXAS

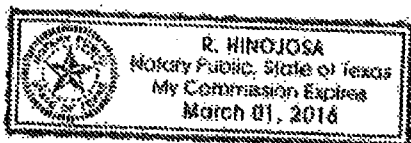
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 11 day of December, 2013 by Michael L. Rafferty, Authorized Signatory of WSI (II) - COS, LLC, a Delaware limited liability company, Managing Member of WS - COS Development, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(seal)

R. Hinojosa
Notary Public, State of Texas



{W0598194.2}



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

December 31 2013 09:23 AM

FEE: \$ 38.00 2013227693



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

SWEETWATER

A Master Planned Community in Travis County, Texas

THIRD AMENDMENT TO
RESIDENTIAL DESIGN GUIDELINES

Declarant: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross reference to the following documents, each recorded in the Official Public Records of Travis County, Texas: (i) Second Amended and Restated Sweetwater Master Covenant [Residential], recorded as Document No. 2016032674, of the Official Public Records of Travis County, Texas; and (ii) Sweetwater Residential Design Guidelines, recorded as Document No. 2012013214 of the Official Public Records of Travis County, Texas, as amended.

SWEETWATER

THIRD AMENDMENT TO SWEETWATER

RESIDENTIAL DESIGN GUIDELINES

This Third Amendment to Sweetwater Residential Design Guidelines (this "Amendment") is made by NASH SWEETWATER, LLC, a Delaware limited liability company (the "Declarant"), and is as follows:

RECITALS

A. Declarant previously caused to be recorded the following: (i) Second Amended and Restated Master Covenant for Sweetwater [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas (the "Master Covenant") and (ii) Sweetwater Residential Design Guidelines, recorded as Document No. 2012013214, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Sweetwater Residential Design Guidelines, recorded as Document No. 2015189415, Official Public Records of Travis County, Texas, and as amended by that certain Second Amendment to Sweetwater Residential Design Guidelines, recorded as Document No. 2016025335, Official Public Records of Travis County, Texas (collectively, the "Design Guidelines").

B. WS-COS Development, LLC properly assigned to Declarant all of its rights, title and interests as "Declarant" under the Master Covenant pursuant to that certain Assignment and Assumption of Declarant's Rights, recorded as Document No. 2015050287, Official Public Records of Travis County, Texas.

C. Pursuant to *Section 6.1* of the Master Covenant, Declarant is the Sweetwater Reviewer during the Development Period (as defined in the Master Covenant).

D. Pursuant to *Section 6.4.2* of the Master Covenant, the Sweetwater Reviewer, established pursuant to Article 6 of the Master Covenant, has the power, from time to time, to amend, modify or supplement the Design Guidelines.

E. The Sweetwater Reviewer now desires to amend the Design Guidelines as set forth herein.

NOW, THEREFORE, the Sweetwater Reviewer amends and modifies the Design Guidelines as follows:

1. **Construction Hours.** The sub-section entitled "Construction Hours" which is under the section entitled "Erosion Control and Construction Regulations" is hereby deleted in its entirety and replaced with the following:

SWEETWATER
THIRD AMENDMENT TO RESIDENTIAL DESIGN GUIDELINES

Construction Hours

Except as otherwise approved in advance by the Sweetwater Reviewer, construction may only occur within the Development during the hours of 7:00 a.m. to 7:00 p.m., on Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No construction shall be permitted on Sundays or the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Violations of the designated construction times will result in fines in accordance with the following schedule:

<u>New or Repeat Violation:</u>	<u>Fine Amount</u>
1st Notice	\$250.00
2nd Notice	\$500.00
3rd ^d Notice	\$1,000.00
Each Subsequent Notice	\$1,000.00

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

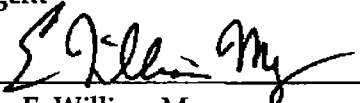
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 9th day of May, 2016.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

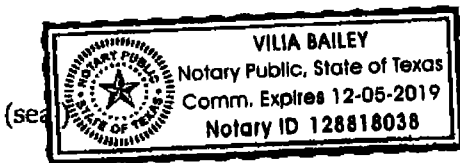
By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its Agent


By: 
Name: E. William Meyer
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 9th day of May, 2016, by E. William Meyer, Vice President of Newland Real Estate Group, LLC, a Delaware limited liability company, the agent of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said entities.




Notary Public, State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

May 09 2016 01:14 PM

FEE: \$ 42.00 2016071159

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 13, 2020 08:31 AM Fee: \$38.00

2020191305

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

AFTER RECORDING RETURN TO:
 Robert D. Burton, Esq.
 Winstead PC
 401 Congress Ave., Suite 2100
 Austin, Texas 78701
 Email: rburton@winstead.com



SWEETWATER
FIFTH SUPPLEMENT TO THE COMMUNITY MANUAL

NASH SWEETWATER, LLC, a Delaware limited liability company, as the Declarant under the Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as amended, certifies that the foregoing Sweetwater Fifth Supplement to the Community Manual, of the Sweetwater Master Community, Inc. (the "Association") containing rules and guidelines that have been properly adopted and approved in accordance with the governing documents of the Association. This Fifth Supplement to the Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 1ST day of OCTOBER, 2020.

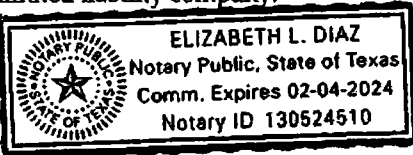
DECLARANT:

NASH SWEETWATER, LLC, a Delaware limited liability company
 By: Newland Real Estate Group, LLC, a Delaware limited liability company, its Development Manager

By: [Signature]
 Name: Rainer Ficken
 Title: Vice President

THE STATE OF TEXAS §
 COUNTY OF Harris §

This instrument was acknowledged before me on this 1 day of October, 2020, by Rainer Ficken, Vice President of NASH Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal) 

[Signature]
 Notary Public, State of Texas

Cross-reference Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as amended; and Sweetwater Community Manual, recorded under Document No. 2017060327, Official Public Records of Travis County, Texas, as the same may be amended and supplemented from time to time.

SWEETWATER
 FIFTH SUPPLEMENT TO THE
 COMMUNITY MANUAL

SWEETWATER

FIFTH SUPPLEMENT TO THE COMMUNITY MANUAL

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**SWEETWATER
FIFTH SUPPLEMENT TO THE
COMMUNITY MANUAL**

ATTACHMENT 17

SWEETWATER MASTER COMMUNITY, INC.

TEMPORARY LIGHTING – COMMEMORATIVE LIGHTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Sweetwater Second Amended and Restated Master Covenant [Residential], recorded in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time (the “Master Covenant”).

Owners may observe the following commemorative lighting schedules with a single colored bulb (60W or less, 950 lumens or less) in a decorative or lantern fixture:

- (1) National Police Week – Designated Single Week in May

BLUE LIGHT DISPLAYED

- (2) Veterans Day – Designated Three-Day Period in November

GREEN LIGHT DISPLAYED

- (3) Memorial Day – Weekend Ending With the Last Monday in May

GREEN LIGHT DISPLAYED

- (4) Firefighters Memorial Weekend – Designated Three-Day Period in May

RED LIGHT DISPLAYED

- (5) Additional Recognized Events – The Board of Directors, may, by resolution or consent, provide for additional lighting events without the need to formally supplement this policy. The Association will maintain a current list of all lighting events and occasions.

AT ALL OTHER TIMES, COLORED LIGHTS ARE PROHIBITED UNLESS EXPRESSLY AUTHORIZED UNDER A RECORDED AND CURRENT POLICY (E.G., HOLIDAY LIGHTING) OR BY THE RESOLUTION/CONSENT PROCEDURE REFERENCED ABOVE.

SWEETWATER
FIFTH SUPPLEMENT TO THE
COMMUNITY MANUAL

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

SWEETWATER

DESIGNATION OF NEIGHBORHOODS

Travis County, Texas

Declarant: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross reference to that certain Second Amended and Restated Sweetwater Master Covenant [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas, as amended.

SWEETWATER
DESIGNATION OF NEIGHBORHOODS

This Designation of Neighborhoods (the "**Designation**") is made by **NASH SWEETWATER, LLC**, a Delaware limited liability company (the "**Declarant**"), and is as follows:

1. **Neighborhoods.** Pursuant to that certain Second Amended and Restated Sweetwater Master Covenant [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas, as amended (the "**Covenant**"), Declarant may, from time to time, assign portions of the Development to a Neighborhood. Upon Recording of a Designation of Neighborhood, such land will be considered part of the Neighborhood so designated.

2. **Designations.** Declarant hereby designates the Lots that have been made subject to the Covenant through one or more Notices of Applicability as members of the Neighborhoods so depicted on Exhibit "A" attached hereto and incorporated herein by reference.

3. **Applicability of Covenant.** Pursuant to *Section 3.2* of the Covenant, each Neighborhood shall be subject to all terms and provisions of the Covenant which relate to Neighborhoods so designated within the Development.

4. **Election of Neighborhood Delegate.** Pursuant to *Section 3.6.1* of the Covenant, Declarant has chosen to establish a Representative System of Voting. Each Neighborhood created pursuant to this Designation shall, not later than one hundred and twenty (120) days after the date this Designation is Recorded, conduct an election of its Neighborhood Delegate in accordance with *Section 3.6* of the Covenant.

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE FOLLOWS]

SWEETWATER
DESIGNATION OF NEIGHBORHOODS

EXECUTED to be effective the 23rd day of March, 2016.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

By: *E. William Meyer*
Name: E. William Meyer
Title: Vice President

THE STATE OF TEXAS

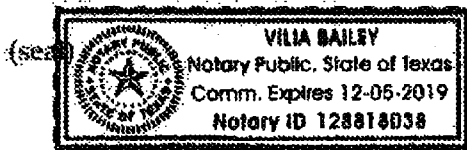
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this 23rd day of March, 2016, by E. William Meyer, Vice President of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Vilja Bailey
Notary Public, State of Texas

EXHIBIT "A"

Neighborhood	Villages/Applicable Lots
<u>Neighborhood 1</u>	<ul style="list-style-type: none">• All lots located within Sweetwater Section One, Village G1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201200007, Official Public Records of Travis County, Texas.• All lots located within Sweetwater Section One, Village G2, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201200008, Official Public Records of Travis County, Texas.
<u>Neighborhood 2</u>	<ul style="list-style-type: none">• All lots located within Sweetwater Section Two, Village F1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201200201, Official Public Records of Travis County, Texas.• All lots located within Sweetwater Section Two, Village F2, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300229, Official Public Records of Travis County, Texas.• All lots located within Sweetwater Section Two, Village F3, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201400092, Official Public Records of Travis County, Texas.
<u>Neighborhood 3</u>	<ul style="list-style-type: none">• All lots located within Sweetwater Section Two, Village Z, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201400063, Official Public Records of Travis County, Texas.
<u>Neighborhood 4</u>	<ul style="list-style-type: none">• All lots located within Sweetwater Section One, Village H, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201200187, Official Public Records of Travis County, Texas.• All lots located within Sweetwater Section One, Village H2, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201200188, Official Public Records of Travis County, Texas.• Lots 13 through 25, Block B; Lots 6 through 15, Block C; Lots 27 through 51, Block D; and Lots 1 through 5, Block E, located within Sweetwater Section One, Village I, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300261, Official Public Records of Travis County, Texas.

SWEETWATER
DESIGNATION OF NEIGHBORHOODS – EXHIBIT "A"

<u>Neighborhood 5</u>	<ul style="list-style-type: none"> • Lots 2 through 8, Block C, and Lots 2 through 8, Block D, located within Sweetwater Ranch Section One, Village P1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201500250, Official Public Records of Travis County, Texas. • Lots 1 through 26, Block A; Lots 2 through 12, Block B; Lots 1 through 4 and Lots 16 through 19, Block C; and Lots 1 through 25, Block D, located within Sweetwater Section One, Village I, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300261, Official Public Records of Travis County, Texas.
<u>Neighborhood 6</u>	<ul style="list-style-type: none"> • All lots located within Sweetwater Ranch Section One, Village K, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201500110, Official Public Records of Travis County, Texas. • Lots 23 through 30, Block B; and Lots 6 through 23 and Lots 106 through 115, Block E, located within Sweetwater Ranch Section One, Village J, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201400171, Official Public Records of Travis County, Texas.
<u>Neighborhood 7</u>	<ul style="list-style-type: none"> • Lots 76 through 103, Block B; and Lots 55 through 59, Block E, located within Sweetwater Ranch Section One, Village L, Phase 1, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201600062, Official Public Records of Travis County, Texas. • Lots 28 through 34, Block D; and Lots 24 through 29, Block E, located within Sweetwater Ranch Section One, Village J, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201400171, Official Public Records of Travis County, Texas.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 23 2016 12:19 PM

FEE: \$ 42.00 2016043068

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

**SWEETWATER**

A Master Planned Community in Travis County, Texas

**DEVELOPMENT AREA DECLARATION
SECTION ONE, VILLAGE I**

Declarant: WS – COS DEVELOPMENT, LLC, a Delaware limited liability company

Cross reference to the following documents, each recorded in the Official Public Records of Travis County, Texas: (i) Amended and Restated Sweetwater Master Covenant, recorded as Document No. 2011166452; (ii) Assignment of Declarant's Rights, recorded as Document No. 2011103031; and (iii) Notice of Applicability of Sweetwater [Section One, Village I], recorded as Document No. 2013227693.

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SWEETWATER

DEVELOPMENT AREA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SECTION ONE, VILLAGE I

This Development Area Declaration of Covenants, Conditions and Restrictions for Sweetwater Section One, Village I (the "Declaration") is made by WS – COS DEVELOPMENT, LLC, a Delaware limited liability company ("Declarant"), and is as follows:

RECITALS

A. By virtue of that certain Assignment of Declarant's Rights, recorded as Document No. 2011103031, Official Public Records of Travis County, Texas, Declarant presently holds all right, title and interest as Declarant under the Amended and Restated Sweetwater Master Covenant, recorded as Document No. 2011166452 Official Public Records of Travis County, Texas (the "Master Covenant").

B. Declarant is the owner of all lots located within Sweetwater Section One, Village I, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300261, Official Public Records of Travis County, Texas (collectively, the "Development Area").

C. Pursuant to that certain Notice of Applicability of Sweetwater Section One, Village I, recorded as No. 2013227693 in the Official Public Records of Travis County, Texas, the Development Area is subject to the terms and provisions of the Master Covenant.

D. The Master Covenant permits Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Covenant, which shall be in addition to the covenants, conditions, and restrictions of the Master Covenant.

A Development Area is a portion of the Property, as defined in the Master Covenant, which has actually been made subject to the terms and provisions of the Master Covenant and, if applicable, a Development Area Declaration. A Development Area may correspond to one or all of the Lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your Lot, you must consult the terms and provisions of the Master Covenant, the terms and provisions of any Notice of Applicability covering your Lot, the Development Area Declaration which includes the Development Area where your Lot is located, and the Design Guidelines.

E. Declarant intends for this Development Area Declaration to serve as one of the Development Area Declarations permitted under the Master Covenant and desires that the Development Area described and identified in Recital A hereinabove shall constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

F. Declarant desires to carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

G. Declarant desires to provide a mechanism for the preservation of the Development Area and the Property as a whole and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Development Area Declaration for the benefit of the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Covenant.

NOW, THEREFORE, it is hereby declared that: (i) all of the Development Area shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Development Area and shall be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant. In the event of a conflict between the terms and provisions of this Development Area Declaration and the Master Covenant, the terms of the Master Covenant will control.

ARTICLE 1

DEFINITIONS

Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Covenant. The following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01. **"Assessment"** or **"Assessments"** means all assessment(s) imposed by the Association under the Master Covenant.

1.02. **"Association"** means the Sweetwater Master Community, Inc., a Texas non-profit corporation.

1.03. **"Board"** means the Board of Directors, which is the governing body of the Association.

1.04. **"Bylaws"** means the Bylaws of the Association, as amended from time to time.

1.05. **"Declarant"** means WS – COS DEVELOPMENT, LLC, a Delaware limited liability company, its successors or assigns; provided that any assignment(s) of the rights of WS – COS DEVELOPMENT, LLC, a Delaware limited liability company, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

The "Declarant" is the party who causes the Development Area to be developed for actual residential use. Declarant enjoys special privileges to help protect its investment in the Property and the Development Area. These special rights are described in the Master Covenant and this Declaration. Many of these rights do not terminate until Declarant either: (i) no longer owns or has an option to acquire all or any portion of the Property; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Travis County, Texas.

1.06. **"Design Guidelines"** means the standards for design, construction, landscaping, and exterior items placed on any Lot adopted pursuant to *Section 6.05(b)* of the Master Covenant, as supplemented and modified by the Supplemental Design Guidelines.

1.07. **"Development"** refers to any and all portions of the Property, as defined in the Master Covenant, which are made subject to the terms and conditions of the Master Covenant pursuant to a Notice of Applicability.

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1.08. **"Development Area"** means Sweetwater Section One, Village I, a subdivision located in Travis County, Texas, according to the map or plat recorded in Document No. 201300261, Official Public Records of Travis County, Texas.

1.09. **"Development Area Declaration"** means this instrument, as it may be amended from time to time.

1.10. **"Homebuilder"** means an Owner (other than Declarant) who acquires a Lot for the construction of a home within the Development Area.

1.11. **"Improvements"** means every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

1.12. **"Lot"** or **"Lots"** means one or more of the subdivided lots within the Development Area, other than Master Community Facilities and Special Common Area.

1.13. **"Master Community Facilities"** means property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Lot. The Master Community Facilities also include any property in which the Association holds possessory rights under a lease, license or any easement in favor of the Association. Some Master Community Facilities will be for the common use and enjoyment of the Development Area's residents, e.g., community swimming pools or internal pocket parks, while some portion of the Master Community Facilities may be for the use and enjoyment of the public, e.g., open space, parks, and recreational facilities. Open space, parks, and recreational facilities dedicated to the public may be classified as Master Community Facilities under the Master Covenant to permit the Association to provide maintenance services to such facilities. No portion of any Master Community Facilities dedicated in whole or in part for public use may be designated as Special Common Area. Declarant, from time to time and at any time, may designate Master Community Facilities.

1.14. **"Master Covenant"** means that certain Amended and Restated Sweetwater Master Covenant, recorded as Document No. 2011166452, Official Public Records of Travis County, Texas, as the same may be further amended from time to time.

1.15. **"Master Restrictions"** means the Master Covenant, this Development Area Declaration, any Design Guidelines adopted by the Sweetwater Reviewer pursuant to *Section 6.05(b)* of the Master Covenant, any Rules or Regulations adopted by the Board pursuant to *Section 3.06(a)* of the Master Covenant, and the Certificate of Formation and Bylaws of the Association.

1.16. **"Model Home"** means a home constructed by a Homebuilder within the Development Area to be used for the non-residential purposes of creating sales offices and allowing the Homebuilder an opportunity to showcase to potential purchasers the appearance of finished home product types which are already built or yet to be built within the Development.

1.17. **"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Development Area given to secure the payment of a debt.

1.18. **"Mortgagee"** or **"Mortgagees"** means the holder or holders of any Mortgage(s).

1.19. **"Owner"** or **"Owners"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

1.20. **"Special Common Area"** means any interest in real property or Improvements which is designated by Declarant in a Notice of Applicability filed pursuant to *Section 10.05* of the Master Covenant, in a Development Area Declaration, or in any written instrument executed by Declarant and recorded in the Official Public Records of Travis County, Texas as common area which benefits one or more, but less than all of the Lots, Owners or Development Areas, and is or will be conveyed to the Association, or otherwise held by Declarant for the benefit of the Owners of property to which such Special Common Area benefits. The Notice of Applicability, Development Area Declaration, or written notice will identify the Lots, Owners or Development Areas benefited by such Special Common Area. By way of illustration and not limitation, Special Common Area might include such things as private roadways or gates, entry features, or landscaped medians which Declarant desires to dedicate for the exclusive use of certain Lots. All costs associated with maintenance, repair, replacement, and insurance of Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots to which the Special Common Area is assigned. No portion of any Master Community Facilities, which is open to the public use, may be designated as Special Common Area.

1.21. **"Supplemental Design Guidelines"** mean the Supplemental Design Guidelines attached hereto as **Exhibit "A"** and incorporated herein for all purposes.

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1.22. **"Sweetwater Reviewer"** means the person or entity having authority pursuant to the *Article 6* of the Master Covenant to review and approve plans for the construction, placement, modification, alteration or remodeling of any Improvements on any Lot.

ARTICLE 2 **GENERAL RESTRICTIONS**

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

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

2.02 **Hazardous Activities.** No activities may be conducted on or within the Development Area and no Improvements constructed on any portion of the Development Area which, in the opinion of the Sweetwater Reviewer, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.03 **Insurance Rates.** Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Master Community Facilities, including any Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.04 **Mining and Drilling.** No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Sweetwater Reviewer which are required to provide

water to all or any portion of the Property or the Development. All water wells must also be approved in advance by any applicable regulatory authority.

2.05 Noise. Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development Area or to its occupants and the operation thereof shall be specifically subject to this Section. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Sweetwater Reviewer will be final, binding, and conclusive.

2.06 Animals - Household Pets. No animals – including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words – may be kept, maintained, or cared for on or within the Development Area. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed to be a potential threat to the well-being of people or other animals upon the advice and counsel of the local animal control authorities. No animal may be kept, bred, or maintained for any commercial purpose or for food. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no animals will be allowed on or within the Development Area other than on the Lot of its Owner unless confined to a leash or otherwise restrained or contained. No animal will be allowed to run at large. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration within the Development Area, and no kennels or breeding operation will be allowed. Except as otherwise provided herein, at all times animals shall be kept within fenced or enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste. All fencing and outdoor enclosed areas constructed hereunder must be: (i) constructed in accordance with materials, plans and specifications in conformance with the terms and provisions of this Declaration and the Design Guidelines and any additional conditions imposed by the Sweetwater Reviewer; (ii) of reasonable design and construction to adequately fence and/or enclose such animals in accordance with the provisions hereof; and (iii) approved in advance and in writing by the Sweetwater Reviewer. All pet waste will be removed and appropriately disposed of by the Owner of the pet. All pets must be registered, licensed and inoculated as required by law.

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2.07 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom, so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.08 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to: (i) keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. The Sweetwater Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.08* has occurred. Such maintenance includes, but is not limited to, the following, which shall be performed in a timely manner, as determined by the Sweetwater Reviewer, in its sole discretion:

- (i) prompt removal of all litter, trash, refuse, and wastes;
- (ii) lawn mowing;
- (iii) tree and shrub pruning;
- (iv) watering;
- (v) keeping exterior lighting and mechanical facilities in working order;
- (vi) keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) keeping planting beds free from turf grass;
- (viii) keeping sidewalks and driveways in good repair;
- (ix) complying with all government, health and police requirements;
- (x) repainting of Improvements;
- (xi) repair of exterior damage, and wear and tear to Improvements; and

- (xii) clearing brush and undergrowth sufficient to maintain a wildfire defensible space.

2.09 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on a Lot without the prior written approval of the Sweetwater Reviewer; provided, however, that:

- (i) An antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

- (ii) An antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

- (iii) An antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted, subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Sweetwater Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.10 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Master Community Facilities, Special Common Area, or any other portion of the Development Area. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Sweetwater Reviewer are as follows:

- (i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

- (ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Sweetwater Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted; **HOWEVER**, you are required to comply with the Design Guidelines and/or Rules regarding installation and placement. The Design Guidelines and/or any additional Rules and Regulations may be modified by the Sweetwater Reviewer from time to time. Please contact the Sweetwater Reviewer for the current Design Guidelines and/or Rules regarding installation and placement of any Satellite Dishes or other Permitted Antennas.

2.11 Signs.

(i) Exceptions. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Sweetwater Reviewer, except for:

(a) signs which are permitted pursuant to the Design Guidelines or Rules adopted by the Sweetwater Reviewer;

(b) signs which are part of Declarant's overall marketing or construction plans or activities for the Property and/or Development Area;

(c) permits as may be required by legal proceedings;

(d) permits as may be required by any governmental entity;

(e) celebratory or congratulatory signs (e.g., signs announcing the birth of a baby, graduation, etc.) of a customary size and design, provided that any such signs shall in no event be displayed for a period of more than four (4) days; and

(f) a "no soliciting" sign posted by an Owner or resident near or on the front door to their residence, provided that the sign does not exceed twenty-five (25) square inches.

(ii) For Sale Signs. No more than one (1) "For Sale" sign or similar sign advertising a Lot for sale may be placed on a Lot by an Owner or Homebuilder, which sign shall be professionally made and designed, and no more than five (5) square feet in area and thirty-six inches (36") in height. "For Rent," "For Lease" and other similar signs advertising a Lot for rent or for lease are strictly prohibited.

2.12 Tanks. The Sweetwater Reviewer must approve any tank used or proposed in connection with a single family residential structure. No elevated tanks or tanks for fuel, oil or LPG of any kind may be erected, placed or permitted on any Lot. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Sweetwater Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill, provided that such tank no more than twenty (20) pounds in capacity. Underground storage tanks are expressly prohibited.

2.13 Barbecue Units. Barbecue units are only permitted within the rear yard of each Lot. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Sweetwater Reviewer will be final, binding, and conclusive.

2.14 Clotheslines; Awnings. No clotheslines and no outdoor clothes drying or hanging shall be permitted in the Development Area, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any residence on any Lot, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs of any residence on any Lot, or any part thereof, nor relocated or extended, without the prior written consent of the Sweetwater Reviewer.

2.15 Temporary Structures. No tent, shack, or other temporary Improvement shall be placed upon the Development Area without the prior written approval of the Sweetwater Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Sweetwater Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.16 Unsightly Articles; Vehicles.

- (i) No article deemed to be unsightly by the Sweetwater Reviewer shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all terrain vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or

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on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Notwithstanding the foregoing provision, all terrain vehicles, motor scooters, and motorized mini-bikes may not be used on the Development Area or on any road or street within the Development Area. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

(ii) Parking of commercial vehicles or equipment, boats and other watercraft, trailers, and stored vehicles in places other than: (i) enclosed garages; or (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, however, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

2.17 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers and/or recreational vehicles ("RVs") shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time.

2.18 On Street Parking. No vehicle may be permanently parked on any road or street within the Development Area unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended for more than four (4) consecutive hours.

2.19 Recreational Courts; Tennis Courts; Permanent and Portable Playscapes. No tennis, recreational or sport courts shall be constructed on any Lot unless expressly approved by the Sweetwater Reviewer. The Sweetwater Reviewer may prohibit the installation of a tennis, recreational or sport court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Sweetwater Reviewer. The Sweetwater Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed in the rear of the Lots and shall not be

placed, at any time: (i) in or adjacent to any street or right of way located within the subdivision; or (ii) between the street right-of-way and the front of the residence on any Lot. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Sweetwater Reviewer prior to being placed on any Lot.

2.20 Compliance with Master Restrictions. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Master Restrictions as the same may be amended from time to time. Failure to comply with any of the Master Restrictions shall constitute a violation of thereof and may result in a fine against the Owner in accordance with *Section 5.12* of the Master Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Manager, the Board on behalf of the Association, the Sweetwater Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either the Board or the Sweetwater Reviewer may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Master Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration and/or the Master Covenant for Assessments and may be collected by any means provided in the Declaration and/or the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.20* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

If you fail to comply with the Master Restrictions, including this Declaration, the Master Covenant, the Design Guidelines, and any Rules or policies adopted by the Association, you may be fined or a claim may be pursued against you in court.

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2.21 Liability of Owners for Damage to Master Community Facilities; Special Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Master Community Facilities or Special Common Area, or any Improvements located or constructed thereon, without the prior written approval of the Sweetwater Reviewer. Without limitation on the foregoing, no Owner may use or enclose any Master Community Facilities or Special Common Area so as to render such property dedicated and/or reserved for the Owner's exclusive use. Each Owner shall be liable to the Association for any and all damages to: (i) the Master Community Facilities, Special Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in Section 5.12 of the Master Covenant.

2.22 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.23 Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY MASTER COMMUNITY FACILITIES OR SPECIAL COMMON AREA. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY MASTER COMMUNITY FACILITIES OR SPECIAL COMMON AREA (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANTS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN

DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Master Community Facilities or Special Common Area, and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Master Community Facilities or Special Common Area.

ARTICLE 3

USE AND CONSTRUCTION RESTRICTIONS

3.01 Design Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area shall strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines are hereby supplemented by the Supplemental Design Guidelines

3.02 Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Sweetwater Reviewer.

3.03 Single-Family Residential Use. Except as otherwise provided herein, the Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one detached single-family residence. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances, if any; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Lot; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (iv) the business activity conforms to all zoning requirements for the Development Area; (v) the business activity does not involve door-to-door solicitation of residents within the Development Area; (vi) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without

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limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence, as permitted pursuant to *Section 3.10* of this Declaration, shall not be considered a business or trade within the meaning of this subsection. This Section shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party or to any Lot. This Section shall not apply to any Lot upon which a Model Home has been permitted to be constructed by a Homebuilder until such Lot is no longer intended to be used in such a manner and is conveyed to an Owner pursuant to the terms and provisions contained in *Section 3.04* below.

3.04 Model Homes. Pursuant to *Section 10.02* of the Master Covenant, Declarant has the right to permit the construction of Model Homes by a Homebuilder within the Development Area. The Model Homes are not constructed to conform to the requirements of the Master Restrictions, and require certain alterations thereto, such as but not limited to requirements regarding the construction of garages and/or driveways. This exception is for the benefit of the Homebuilders, allowing the Homebuilders an opportunity to showcase their Model Homes to potential purchasers as well as maintain a sales office within the Property. Once a Model Home is no longer intended to be used for such non-residential purpose, any Improvements or alterations to such Model Home to bring it into conformance with residential uses must be approved in writing by the Sweetwater Reviewer prior to the commencement of such improvements or alterations. **NO MODEL HOME SHALL BE CONVEYED TO AN OWNER WITHOUT COMPLYING WITH ALL RESTRICTIONS SET FORTH IN THE MASTER RESTRICTIONS, INCLUDING ANY APPLICABLE DESIGN GUIDELINES.** In any event, the Sweetwater Reviewer does not intend to approve any plans for Improvements or alterations to any Model Home until the earlier of the following to occur: (i) the termination of the Development Period; or (ii) such time as the Homebuilder seeking to improve or alter its Model Home has conveyed at least seventy-five percent (75%) of the Lots owned by such Homebuilder in the Property to Owners other than another Homebuilder or Declarant. Notwithstanding the above, the Sweetwater Reviewer is not prohibited from approving, in writing, any such requests.

3.05 Garages. All garages shall be approved in advance of construction by the Sweetwater Reviewer. The Improvements on each Lot must contain a private, enclosed garage capable of housing at least two (2) automobiles. No carports or other open automobile storage units will be permitted. Except as otherwise permitted in *Section 3.04* above, no garage may be permanently enclosed or otherwise used for habitation. The location, orientation and opening into a garage (*i.e.*, side-entry or front-entry) must be approved in advance by the Sweetwater Reviewer. The parking of vehicles in the yard of any Lot is not permitted.

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3.06 Fences. No fence shall be constructed on the Property without the prior written consent of the Sweetwater Reviewer. The height, materials and location of all fences must be approved in advance by the Sweetwater Reviewer and all fences must comply with any applicable requirements of the Design Guidelines. The Sweetwater Reviewer may, in its sole discretion, prohibit the construction of any proposed fence or require that any proposed fence be screened by vegetation or otherwise screened so as not to be visible from other portions of the Property, or specify the location on any Lot of any proposed fence or gates.

3.07 Sidewalks. The Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot along and adjacent to the right-of-way which is immediately accessible from the Lot (to the extent required by applicable plat or other governmental regulation), as well as a sidewalk from such sidewalk to the front of the residence constructed on the Lot. All such sidewalks shall be approved in advance by the Sweetwater Reviewer and in compliance with any applicable requirements of the Design Guidelines.

3.08 Building Restrictions.

(a) **Materials.** All building materials must be approved in advance by the Sweetwater Reviewer, and only new building materials shall be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Sweetwater Reviewer, must match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements. Notwithstanding the foregoing, a standing seam metal roof with a reflective finish is permissible, provided the design, materials and construction of such roof has been approved in advance by the Sweetwater Reviewer.

(b) **Roofing.** The pitch, color and composition of all roof materials shall be expressly approved in advance by the Sweetwater Reviewer and shall be in compliance with the provision of the Design Guidelines.

(c) **Height.** The maximum building height shall be subject to the review and approval of the Sweetwater Reviewer, and will be subject to any applicable provisions in the Design Guidelines.

(d) **Additional Provisions.** Additional provisions governing the construction of Improvements on Lots may be set forth in the Supplemental Design Guidelines.

3.09 Masonry; Foundation Shielding; Chimneys. All masonry, foundation shielding and chimney requirements shall be set forth in the Supplemental Design Guidelines and must be approved in advance by the Sweetwater Reviewer.

3.10 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for a term of at least six (6) months and must be pursuant to a written lease. The Owner must provide to its lessee copies of the Master Restrictions. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Notwithstanding the foregoing, no Model Home may be leased for residential purposes pursuant to this Section until such time as the Model Home is no longer intended to be used as a Model Home and the provisions of *Section 3.04* above have been met.

3.11 Driveways. The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Sweetwater Reviewer. Pursuant to the Design Guidelines, the Sweetwater Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Development Area.

3.12 Compliance with Setbacks. Minimum setbacks applicable to residences and accessory structures are set forth in the Supplemental Guidelines. For purposes of such setbacks restriction, eaves, steps and open porches will not be considered as part of a residence; however, this Section will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot, the Master Community Facilities, or the Special Common Area.

3.13 Address Markers. The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the Sweetwater Reviewer and comply with the requirements of the Design Guidelines.

3.14 HVAC Location; Screening. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence. No air-conditioning apparatus, window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other Lot or any Master Community Facilities or Special Common Area. All HVAC units must be screened with either landscaping, structural screening to match the exterior of the residence or by fencing, and approved by the Sweetwater Reviewer in advance in compliance with the Design Guidelines.

3.15 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the

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removal of any Improvement shall be performed only with the prior written approval of the Sweetwater Reviewer.

3.16 Trash Containers. Except for a consecutive twenty-four (24) hour period beginning at 7:00 p.m. on the evening preceding any designated waste pick-up day and ending at 7:00 p.m. on the designated waste pick-up day, trash containers and recycling bins must be stored in one of the following locations:

- (i) Inside the garage of the single-family residence constructed on the Lot; or
- (ii) Behind the single-family residence constructed on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Sweetwater Reviewer shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.17 Drainage; Erosion Control. Each Owner is responsible for complying with all governmental and/or regulatory requirements which may apply with respect to the drainage or detention of storm water within such Owner's Lot. Declarant expressly disclaims any responsibility, representation or warranty with respect to the drainage and/or detention of storm water within any Lot. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Sweetwater Reviewer. Plans submitted to the Sweetwater Reviewer for approval shall indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. Any erosion control plan proposed to be constructed within the Development Area shall comply with the Design Guidelines or shall otherwise be constructed in accordance with any other specifications set forth by the Sweetwater Reviewer and shall, in any case, be approved in advance by the Sweetwater Reviewer. In no event, however, shall the Sweetwater Reviewer be liable in any manner for any deficiencies in drainage control caused by an Owner, and each Owner shall be responsible for ensuring that all erosion control plans are properly designed by an engineer or other licensed professional. The Owner of the Lot shall be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls shall be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.18 Construction Hours and Activities. Except as otherwise approved by the Sweetwater Reviewer, no construction shall be performed within the Development Area on any federal holiday or outside the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturday, and 10:00 a.m. to 6:00 p.m. on Sunday. This Declaration will not be

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construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Development Area and/or the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Sweetwater Reviewer in its sole and reasonable judgment, the Sweetwater Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area and/or Property, then the Sweetwater Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.19 Landscaping. Each Owner shall be required to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Sweetwater Reviewer and the Design Guidelines. Notwithstanding any provision in this Development Area Declaration to the contrary, such landscaping plans must be approved by the Sweetwater Reviewer prior to occupancy of the single family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Sweetwater Reviewer shall be installed, and all such landscaping shall be completed, on or before the earlier of three (3) months after the landscaping plans have been approved by the Sweetwater Reviewer, or the date construction is completed on the home, unless approved in advance by the Sweetwater Reviewer. In addition to any other trees or landscaping required by the Design Guidelines or the Sweetwater Reviewer, and unless other landscaping requirements are designated by the Sweetwater Reviewer, the entire Lot shall be fully landscaped, including sod, with a grass of a type approved in advance by the Sweetwater Reviewer. The Sweetwater Reviewer shall be entitled to make recommendations with respect to tree or vegetation disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree or vegetation removal and replacement.

3.20 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty feet (30') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular

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area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

3.21 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. Nothing in this Section 3.21 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above-ground or temporary swimming pools are prohibited.

3.22 Flagpoles; Flags. No more than one (1) flagpole not to exceed two (2) inches in diameter or twenty feet (20') in height may be mounted on each Lot; provided, however, that: (i) only the United States flag, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces, and no more than one (1) flag of a sports team or other patriotic theme or symbol shall be permitted. To the fullest extent permitted by law, the Sweetwater Reviewer shall be entitled to regulate the size and location of flagpoles all flagpoles, the size of a displayed flag, the size, location, and the intensity of any lights used to illuminate a displayed flag. Notwithstanding any provision of this Section 3.22 to the contrary, Homebuilders may erect free-standing flagpoles and flags of a reasonable size in the Development Area for the marketing and sale of residences within the Property until such time as the Homebuilder no longer owns or is utilizing a Model Home within the Development Area and the requirements of Section 3.04 have been met.

3.23 Overhead Electric Lines Prohibited. Unless expressly approved by the Sweetwater Reviewer, electric lines must be built underground along major thoroughfares and residential streets in the Development Area, and may not be erected overhead.

3.24 Retaining Walls. Each Owner who acquires a Lot with the intent of constructing a residence thereon for sale to a third-party (i.e., a Homebuilder) shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Sweetwater Reviewer to be constructed on such Owner's Lot. Any retaining wall proposed to be constructed within the Development Area shall comply with the Design Guidelines or shall otherwise be constructed in accordance with any other specifications set forth by the Sweetwater Reviewer and shall, in any case, be approved in advance by the Sweetwater Reviewer.

3.25 Square Footage. The minimum and maximum square footage for each residence shall be as set forth in the Supplemental Design Guidelines.

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3.26 Grinder Pumps. Each Owner who acquires a Lot with the intent of constructing a residence thereon for sale to a third-party (*i.e.*, a Homebuilder) shall be obligated, at its sole cost and expense, to install a single grinder pump for each residential wastewater connection. Each grinder pump must be obtained from and installed by a contractor selected by Lazy 9 Municipal Utility District (the "**District**"). All grinder pumps will be District property, and no modifications or repairs may be made by any Owner after installation unless otherwise approved in advance by the District. Each Owner will be required, at such Owner's sole cost and expense, to cause the wastewater service line serving the residence to be connected to the grinder pump wet well in accordance with District specifications. The District may inspect the grinder pump, the installation, and any line connections associated therewith to insure compliance with this *Section 3.26* and the District's specifications and requirements. Each Owner will be required, in conjunction with construction of a residence on such Owner's Lot, to designate a location for installation of a grinder pump control panel with a fuseable disconnect. The location of the control panel must be on the outside of the residence and visible from the street. An easement is hereby retained by the Declarant on behalf of the District over and across each Lot for the purpose of confirming an Owner's compliance with this *Section 3.26* and the District's access to the grinder pump and associated control panel.

3.27 Open Space Areas. The following restrictions apply to those portions of the Master Community Facilities located adjacent to or behind one or more Lots (collectively, "**Open Space Areas**"):

(a) Open Space Areas behind homes are designated as passive activity areas. They may have drainage or water quality purposes, or exist as greenbelts. If they are not fenced, Owners may walk through the areas; however, organized activities such as sports, picnicking, vehicular activity, or other active use is not permitted.

(b) The boundaries of each Lot end at the rear fence or rear property line of such Lot. Owners may not extend their backyard into any Open Space Areas or other portions of the Master Community Facilities. Items such as batting cages, golf putting greens, basketball hoops, fountains, and organized gardens, among other things, are not allowed within any Open Space Areas.

(c) No Owner may store any items within any Open Space Areas.

(d) Piling debris, clippings, trash, leaves, tree limbs, etc. within any Open Space Areas is expressly prohibited.

(e) To the extent that an Owner generates any debris as a result of the Owner's caretaking of their Lot (*e.g.*, debris generated by landscape maintenance), the Owner must take appropriate precautions to ensure that any such debris does not encroach onto any Open Space

Areas. In no event may an Owner cause any landscape maintenance to be performed with any Open Space Areas without the prior approval of the Sweetwater Reviewer.

(f) Sheds or outbuildings to be located adjacent to Open Space Areas may be permitted with the prior approval of the Sweetwater Reviewer; however, in no event may a shed or outbuilding be constructed so as to be visible from any adjacent roadway.

(g) No portion of any Open Space Areas may be fenced by any Owner, and no gates may be installed in the fence between an Owner's Lot and any Open Space Areas.

ARTICLE 4

GENERAL DISCLOSURES AND NOTICES

4.01 Differing Restrictions. Improvements constructed within various portions of the Property may be subject to different restrictions, which different restrictions will be set forth in one or more sets of Design Guidelines to be applicable to other Development Areas or portions of the Property. Accordingly, requirements concerning exterior walls, roofing materials, fencing, landscaping, setbacks and other Improvements may differ among separate Development Areas or portions of the Property.

4.02 Construction Matters. Land development activities and construction activities will occur within and around the Property and such activities will create noise, dust, traffic disruption and general inconvenience to the residents within the Property.

4.03 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space within the Property will be preserved without impairment. Declarant and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

4.04 Safety and Security. Each Owner and Resident of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

4.05 Warranties and Representations Regarding Improvements. Declarant is not responsible for, nor does it assume or warrant as true, any representation or warranty made by any person who may be associated with the marketing and sale of any residences or other Improvements within the Property. Declarant is not responsible for, nor does it assume or warrant, the quality of construction of any home, building or other Improvements which are not constructed by Declarant. No Owner will be entitled to look to Declarant with respect to any disputed contractual or construction warranty issues which may arise between any Owner and any contractor or contractors constructing a home or building upon such Owner's Lot.

4.06 Undeveloped Areas of the Property. Except for the areas permitted by Declarant, access to, or use of, all areas outside of developed portions of the Property is strictly prohibited.

4.07 High Voltage Power Lines; Radio and Telecommunication Towers. Each Owner is hereby advised that there are high voltage power transmission lines and radio towers located within or in the vicinity of the Property. Neither Declarant, the Association, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall be liable for any damage or injury to any Person or any property arising out of or related to proximity to high voltage power transmission lines and/or radio towers. Each Owner is further advised that telecommunication towers and related equipment may also be built within or in the vicinity of the Property. Neither Declarant, the Association, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing shall be liable for any damage or injury to any Person or any property arising out of or related to the construction, installation, maintenance and operation of any such towers that may now or hereafter be located in or in the vicinity of the Property.

4.08 Utility Charges. The Association or the Declarant shall have the right to adopt utility standby charges for the provision of utility services to the Lots. In the event the Association or the Declarant elects to adopt a utility standby charge, such charge will be levied against each Lot and included in the regular Assessments chargeable to such Lot. Any utility standby charge will not exceed the utility standby charge adopted by the utility service provider in exchange for providing utility services to the Lot.

4.09 Integrated Pest Management Plan. The Declarant shall have the right to adopt an integrated pest management plan ("IPM Plan") for the Property, which is an overall plan for pest control that employs a progression of physical, mechanical, biological and chemical tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. Owners shall comply with any IPM Plan adopted by the Declarant for the Property, and any rules or regulations adopted by the Association or such other entity designated by the Declarant to administer such IPM Plan.

4.10 Wildlife.

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(a) Wildlife Management Plan. The Declarant shall have the right to adopt a Wildlife Management Plan ("WM Plan") approved by the Texas Parks and Wildlife Department for the Property, which is an overall plan to propagate a sustaining breeding, migrating or wintering population of indigenous wild animals for recreational uses such as photography, bird watching, hiking and other activities for pleasure or enjoyment derived from land ownership through the utilization of wildlife management activities such as habitat control, erosion control, predator control, providing supplemental water, providing supplemental food, providing shelter and making census counts. To the extent that any provisions of the WM Plan require action or compliance by Owners within the Development Area, Owners shall comply with any WM Plan which is adopted by the Declarant for the Property, and any rules or regulations adopted by the Association or such other entity designated by the Declarant to administer such WM Plan.

(b) Utilize Caution. Deer and other indigenous wildlife are present within the Property. Accordingly, caution should be used when driving, walking or biking on all roadways, sidewalks and/or trails within the Property so as to avoid encounters with such wildlife. No animal shall be fed outside. It is prohibited to leave bowls of pet food outside as they will attract predators (i.e. coyotes) and nuisance species (i.e. skunks) which may be dangerous or carry diseases which may be transmitted to pets or humans. With the exception of bird feeders, the feeding, baiting, salting or other means of attracting wildlife is prohibited.

ARTICLE 5 INSURANCE AND CONDEMNATION

5.01 Insurance. Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, cause to be obtained such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association, as the case may be. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

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5.02 Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

5.03 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this Article 5, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

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ARTICLE 6

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development Area. The provisions of this Article apply to this Declaration and the Bylaws of the Association.

6.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development Area or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

6.02 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

6.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and not to any other portion of the Development Area.

ARTICLE 7

DEVELOPMENT

7.01 Addition of Land. Declarant may, at any time and from time to time, add additional land to the Development Area and, upon the filing of a notice as hereinafter described, such land shall be considered part of the Development Area for purposes of this Declaration, and such land shall be subject to the terms, covenants, conditions, restrictions and

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obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Area, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a Notice of Addition of Land (which notice may be contained within any Notice of Applicability filed pursuant to *Section 10.05* of the Master Covenant) containing the following provisions:

- (i) a reference to this Declaration, which will include the recordation information thereof;
- (ii) a statement that such land shall be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added land; and
- (iii) a legal description of the added land.

7.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a Plat; (ii) any portion of the Development Area included in a Plat if Declarant owns all Lots described in such Plat; and (iii) any portion of the Development Area included in a Plat even if Declarant does not own all Lot(s) described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such Plat. Upon any such withdrawal and renewal this Declaration and the covenants conditions, restrictions and obligations set forth herein shall no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a Notice of Withdrawal of Land containing the following provisions:

- (i) a reference to this Declaration, which will include the recordation information thereof;
- (ii) a statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (iii) a legal description of the withdrawn land.

ARTICLE 8
GENERAL PROVISIONS

8.01 Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2055, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas. Notwithstanding any provision in this *Section 8.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one (21) years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

8.02 Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) Declarant and at least sixty-seven percent (67%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote. Specifically, and not by way of limitation, Declarant may unilaterally amend this Development Area Declaration: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Lot or Condominium Unit; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots and/or Condominium Units; or (iv) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

8.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage

[W0598187.2]

prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

8.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration shall be construed and governed under the laws of the State of Texas.

8.05 Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

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

8.07 Enforcement and Nonwaiver.

(i) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.

(ii) Every act or omission whereby any provision of the Master Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association.

(iii) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(iv) The failure to enforce any provision of the Master Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Master Restrictions.

8.08 Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Declaration has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

WS - COS DEVELOPMENT, LLC, a Delaware limited liability company,

By: WSI (II) - COS, LLC, a Delaware limited liability company, its Managing Member

By: *Michael L. Rafferty*
Michael L. Rafferty, Authorized Signatory

THE STATE OF TEXAS

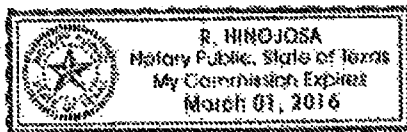
COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on this 11 day of December, 2013 by Michael L. Rafferty, Authorized Signatory of WSI (II) - COS, LLC, a Delaware limited liability company, Managing Member of WS - COS Development, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(seal)

R. Hinojosa
Notary Public, State of Texas



{W0598187.2}

SWEETWATER SECTION ONE, VILLAGE I
DEVELOPMENT AREA DECLARATION

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of deed of trust lien dated September 27, 2013, recorded as Document No. 2013179207 in the Official Public Records of Travis County, Texas, securing a note of even date therewith, executes this Declaration solely for the purpose of evidencing its consent to the terms and provisions hereof.

**INTERNATIONAL BANK OF COMMERCE, a
Texas banking association**

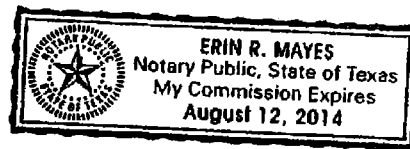
By: [Signature]
Printed Name: Allen E. Wise
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 13th day of November, 2013 by a Allen E. Wise Executive Vice President of International Bank of Commerce, a Texas banking association, on behalf of said entity.

[seal]

[Signature]
Notary Public Signature



{W0598187.2}

SWEETWATER SECTION ONE, VILLAGE I
DEVELOPMENT AREA DECLARATION

EXHIBIT "A"

**SWEETWATER
DESIGN GUIDELINES / SUPPLEMENTAL CONDITIONS**

Section One Village I

September 30, 2013

SWEETWATER DESIGN GUIDELINES / SUPPLEMENTAL CONDITIONS

This information is supplemental to the **Sweetwater Residential Design Guidelines Manual that was adopted by the Sweetwater Reviewer on January 18, 2012 and was recorded on January 27, 2012, and any future amendments to the guidelines manual. Please refer to that document for all general Architectural Guidelines.*

Sweetwater Section One Village I – 50' lots (53 Lots)

Lot/Block Description

Sweetwater Section One Village I, Lots 13 through 25, Block B; Lots 6 through 15, Block C; Lots 27 through 51, Block D; and Lots 1 through 5, Block E.

Building Area

- **1,600 square foot minimum to 2,850 square foot maximum** of habitable floor space (conditioned living area) measured to outside face of masonry. This excludes garages, gazebos, patios, basements, cabanas, decks, porches, etc. Provided however, the maximum square footage noted above may be exceeded for up to, but no more than, 25% of the Lots within this Village, to the Overage square footage of 3,100 square feet.

Sweetwater Section One Village I – 60' lots (70 Lots)

Lot/Block Description

Sweetwater Section One Village I, Lots 1 through 26, Block A; Lots 2 through 12, Block B; Lots 1 through 4 and 16 through 19, Block C; and Lots 1 through 25, Block D.

Building Area

- **2,000 square foot minimum to 3,300 square foot maximum** of habitable floor space (conditioned living area) measured to outside face of masonry. This excludes garages, gazebos, patios, basements, cabanas, decks, porches, etc. Provided however, the maximum square footage noted above may be exceeded for up to, but no more than, 25% of the 70' Lots within this Village, to the Overage square footage of 3,600 square feet.

General Conditions for Village I Lots

Setbacks

- **Front yard** setbacks for each residence shall be a minimum of 20 feet per plat for the 50' lots listed above and 25' for the 60' lots listed above, and will be measured as follows:
 - (a) if a joint driveway access easement is located across the front portion of the lot, the front yard setback will be measured from the edge of the existing pavement in the joint driveway access easement; or
 - (b) if no joint driveway access easement exists, the front yard setback will be measured from the front boundary of the lot.
- **Side yard** setbacks for each residence elevation facing a street shall be 15 feet per plat.
- **Interior side yard** setbacks for each residence shall be a minimum of 5 feet each side.

- **Rear yard setbacks** for each residence shall be a minimum of 20 feet.
- **Rear yard setbacks** for each accessory structure shall be a minimum of 10 feet. For purposes of this provision, an accessory structure is a structure which is on the same lot as the residence and the use of which is incidental to the use of the residence. Examples of accessory structures include gazebos, playscapes, storage sheds, detached garages and similar buildings.
- Setbacks are measured from property line and are inclusive of any easements shown on the plat or recorded by separate instrument.
- In no case shall structure, including overhangs, encroach into *easement* areas.

Site Work

- Prior to lot clearing, silt fence must be installed on downhill sides of the lot.
- Prior to lot clearing, construction fencing must be installed on all property lines abutting adjacent lots, and permanent required fence must be installed on property lines abutting greenbelt or open space lots.
- Builder construction access, parking, construction staging, materials/debris storage, or construction activity is prohibited on greenbelt lots, open space lots or any vacant residential lots.

Facade Design

- All street facing elevations of the house (front, and street side for corner lots), must be 100% masonry. Overall the house must be a minimum of 75% masonry on the exterior walls, with masonry required to the top of the first floor walls on both sides and the rear elevations. Masonry is defined as stone, brick or stucco.
- Any portions of the elevations that are not Masonry must use cement fiber "lap siding." Masonite sheet or other sheet siding, or wood siding is not allowed.
- In addition to the standard street facing front or side elevations masonry requirement, houses on the following lots that are clearly visible from Pedernales Summit Parkway must be 100% masonry: **Village I, 50' Lots: Block B, Lots 13 through 25; and Village I, 60' Lots: Block B, Lots 2 through 12.**
- The side or rear elevation of the following lots adjacent to Buchanan Draw Road or Alonso Drive must have 100% masonry on that side or rear elevation: **Block D, Lots 37 through 43, and Block A, Lot 1.**
- The elevations of two-story houses that require 100% masonry must use the same masonry material (brick, stone or stucco) on the second floor as is used on the first floor below. As an example, an elevation with brick or stone on the typical first floor portion of the house may not use stucco above on the second floor portion of that same elevation.

Fencing and Walls

- Standard wood picket fencing is required at all side and rear property lines, as defined in the Residential Design Guidelines Manual, unless otherwise approved by the Sweetwater Reviewer. If the rear property line is adjacent to a greenbelt area, a 5' ornamental iron fence is required per the fence detail noted in the Residential Design Guidelines Manual, EXCEPT that any lots required to have 100% masonry, as noted above in Façade Design, must have standard wood picket fencing or the community fence if installed by the Developer on or adjacent to that lot.
- No private access gates are allowed from a single-family lot to any of the greenbelt, open space, or other common areas.

Landscape Design

- Landscape requirements per ***Sweetwater Residential Design Guidelines Manual***

- Hardwood trees from the approved plant list must be planted and maintained by the Owner in the street yard. Two (2) 4" caliper or three (3) 3" caliper trees are required in the front and street facing side yard on the 60' lots listed above, and (2) 3" caliper trees are required in the street yards of the 50' lots listed above.
- The greenbelt or street facing side or rear yard on the following lots will require two additional 4" or three additional 3" canopy trees, as specified in the approved plant list of the Design Guidelines Manual: **Village I, 50' Lots: Block B, Lots 13 through 25; and Block D, Lots 37 through 43; and Village I, 60' Lots: Block B, Lots 2 through 12**
- In the instance that the side yard abuts the masonry wall, the additional two 4" or three 3" trees will not be required if the side setback is less than 10'.
- Credit may be given for existing hardwood trees that remain on the lot as follows: If four (4) existing canopy trees, as defined in the Design Guidelines Manual, of 6" caliper or more are in the specified yard (front, side, or rear), the two (2) new 4" canopy trees required for that yard will not be required. If two (2) existing canopy trees, as defined in the Design Guidelines Manual, of 6" caliper or more are in the specified yard (front, side, or rear), one of the two (2) new 4" canopy trees required for that yard will not be required. A variance request must be submitted and approved by the Reviewer for tree credit.



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

December 31 2013 10:00 AM

FEE: \$ 190.00 2013227774

**AFTER RECORDING RETURN TO:**

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

SWEETWATER

A Master Planned Community in Travis County, Texas

FIRST AMENDMENT TO AMENDED AND RESTATED RESIDENTIAL DESIGN GUIDELINES

DECLARANT: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross-reference to (i) Sweetwater Second Amended and Restated Master Covenant [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas, as amended from time to time; (ii) Declarant Appointment of Designee to Act as Sweetwater Reviewer, recorded as Document No. 2016130370, Official Public Records of Travis County, Texas; and (iii) Sweetwater Amended and Restated Residential Design Guidelines, recorded as Document No. 2017037660, Official Public Records of Travis County, Texas, as amended from time to time.

SWEETWATER

**FIRST AMENDMENT TO SWEETWATER AMENDED AND
RESTATED RESIDENTIAL DESIGN GUIDELINES**

This First Amendment to Sweetwater Amended and Restated Residential Design Guidelines (this "Amendment") is made by the Sweetwater Reviewer, and is as follows:

RECITALS

A. NASH SWEETWATER, LLC, a Delaware limited liability company (the "Declarant") previously executed and recorded that certain Sweetwater Second Amended and Restated Master Covenant [Residential], recorded as Document No. 2016032674, in the Official Public Records of Travis County, Texas, as amended from time to time (the "Master Covenant").

B. Until the expiration of the Development Period, the Sweetwater Reviewer is Declarant or its designee. Declarant previously appointed the Sweetwater Reviewer in accordance with that certain Declarant Appointment of Designee to Act as Sweetwater Reviewer, recorded as Document No. 2016130370, Official Public Records of Travis County, Texas.

C. Pursuant to *Section 6.4.2* of the Master Covenant, the Sweetwater Reviewer previously adopted the Sweetwater Amended and Restated Residential Design Guidelines, recorded as Document No. 2017037660, Official Public Records of Travis County, Texas (the "Design Guidelines").

D. Pursuant to *Section 6.4.2* of the Master Covenant, the Sweetwater Reviewer has the power, from time to time, to amend, modify or supplement the Design Guidelines.

E. The Sweetwater Reviewer desires to amend and modify the Design Guidelines as set forth herein.

NOW, THEREFORE, Sweetwater Reviewer hereby amends and modifies the Design Guidelines as follows:

1. **Specific Requirements for Retaining Walls.** The first paragraph of the subsection of the Design Guidelines entitled "Specific Requirements for Retaining Walls" which is under the section entitled "Landscape Guidelines" is hereby deleted in its entirety and replaced with the following:

FIRST AMENDMENT TO SWEETWATER
AMENDED AND RESTATED RESIDENTIAL DESIGN GUIDELINES

Specific Requirements for Retaining Walls

The style and placement of all retaining walls within a single-family residential lot must be approved in advance by the Sweetwater Reviewer for architectural compliance, and the Owner shall be responsible for the structural design.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 29th day of NOVEMBER, 2017.

SWEETWATER REVIEWER:

By:

Rainer Ficken

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on this 29th day of November, 2017, by Rainer Ficken as the Sweetwater Reviewer.

R. Hinojosa
Notary Public, State of Texas

ACKNOWLEDGED AND AGREED:

DECLARANT:

NASH SWEETWATER, LLC
a Delaware limited liability company

By: Newland Real Estate Group, LLC,
a Delaware limited liability company
Its Agent/Development Manager

By:

Rainer Ficken

Title: Asst. Vice President

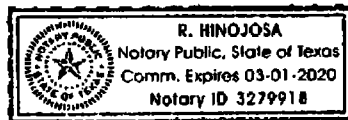
THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on this 29th day of November, 2017, by Rainer Ficken, Asst. Vice President of Newland Real Estate Group, LLC, a Delaware limited liability company, Agent/Development Manager for Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

R. Hinojosa
Notary Public, State of Texas

(seal)



3

FIRST AMENDMENT TO SWEETWATER
AMENDED AND RESTATED RESIDENTIAL DESIGN GUIDELINES

4827-6204-9878v.2
58090-1 11/21/2017

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 30 2017 11:10 AM

FEE: \$ 38.00 2017189342

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 07, 2021 03:33 PM Fee: \$58.00

2021199764

Electronically Recorded

MANAGEMENT CERTIFICATE
OF
SWEETWATER MASTER COMMUNITY, INC.

The undersigned, being an officer of Sweetwater Master Community, Inc. (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Sweetwater.
2. The name of the Association: Sweetwater Master Community, Inc., a Texas nonprofit corporation.
3. The recording data for the subdivision: All of that certain real property in Travis County, Texas, made subject to that certain Sweetwater Second Amended and Restated Master Covenant, recorded under Document No. 2016032674 in the Official Public Records of Travis County (the "Covenant").
4. The recording data for the Covenant with any amendments and/or supplements to the Covenant: The recording data for the Covenant and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
5. The name and mailing address of the Association: Sweetwater Master Community, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720.
6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name: Goodwin & Company
Mailing Address: PO Box 203310, Austin, TX 78720
Telephone Number: 855-289-6007
Email Address: info@goodwinTX.com

7. Website to access the Association's dedicatory instruments: www.sweetwaterlife.com
8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Working Capital Assessment - \$800.00

Transfer Fee - \$275.00

Resale Certificate Fee - \$375.00

Resale Update Fee: \$75

Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:

- 1 business day: \$300 / 3 business days: \$200 / 5 business days: \$100

Compliance Inspection Fee (optional): \$120

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

[SIGNATURE PAGE FOLLOWS]

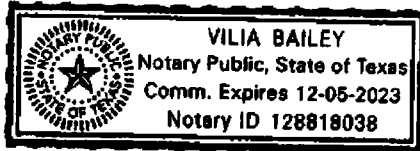
SWEETWATER MASTER COMMUNITY, INC., a
Texas nonprofit corporation

By: Rita G. Brandin
Name: Rita G. Brandin
Title: President

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 2nd day of September, 2021 by Rita Brandin, President of Sweetwater Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[SEAL]



Vilja Bailey
Notary Public Signature

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
RBURTON@WINSTEAD.COM

EXHIBIT "A"

RECORDING DATA FOR THE COVENANT AND RELATED DOCUMENTS

1. Sweetwater – Second Amended and Restated Master Covenant, recorded on March 4, 2016 as Document 2016032674, Official Public Records of Travis County, Texas.
2. Sweetwater – Slope Easement – Section 1, Village G2, recorded on January 17, 2012 as Document 2012006446, Official Public Records of Travis County, Texas.
3. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village G1 and G2, recorded on January 26, 2012 as Document 2012012939, Official Public Records of Travis County, Texas.
4. Sweetwater – Development Area Declaration – Section 1, Village G1 and G2, recorded on January 27, 2012 as Document 2012013213, Official Public Records of Travis County, Texas.
5. Sweetwater – Slope Easement – Section 1, Village H, recorded on September 27, 2012 as Document 201262586, Official Public Records of Travis County, Texas.
6. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village H and H2, recorded on October 1, 2012 as Document 2012164437, Official Public Records of Travis County, Texas.
7. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village F1, recorded on November 28, 2012 as Document 2012200628, Official Public Records of Travis County, Texas.
8. Sweetwater – Development Area Declaration – Section 2, Village F1, recorded on November 28, 2012 as Document 2012200833, Official Public Records of Travis County, Texas.
9. Sweetwater – First Amendment to Development Area Declaration – Section 1, Village G1 and G2, recorded on March 1, 2013 as Document 2013037097, Official Public Records of Travis County, Texas.
10. Sweetwater Master Community – Variance, recorded on March 5, 2013 as Document 2013039440, Official Public Records of Travis County, Texas.
11. Sweetwater – Development Area Declaration – Section 1, Village H and H2, recorded on June 19, 2013 as Document 2013112655, Official Public Records of Travis County, Texas.
12. Declaration of Restrictions Easements – Sweetwater – Village F2, recorded on October 31, 2013 as Document 2013198015, Official Public Records of Travis County, Texas.
13. Declaration of Restrictions Easements – Sweetwater – Village F2, recorded on October 31, 2013 as Document 2013198016, Official Public Records of Travis County, Texas.
14. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village F2, recorded on November 12, 2013 as Document 2013203808, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE

15. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village I, recorded on December 31, 2013 as Document 2013227693, Official Public Records of Travis County, Texas.
16. Sweetwater – Development Area Declaration – Section 1, Village I, recorded on December 31, 2013 as Document 2013227774, Official Public Records of Travis County, Texas.
17. Restrictive Covenant – Sweetwater Village Z1, recorded on March 14, 2014 as Document 2014036001, Official Public Records of Travis County, Texas.
18. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village Z, Phase 1, recorded on March 21, 2014 as Document 2014039860, Official Public Records of Travis County, Texas.
19. Sweetwater – Development Area Declaration – Section 2, Village Z, Phase 1, recorded on March 21, 2014 as Document 2014039923, Official Public Records of Travis County, Texas.
20. Restrictive Covenant – Sweetwater Village F3, recorded on May 2, 2014 as Document 2014063448, Official Public Records of Travis County, Texas.
21. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village F3, recorded on July 8, 2014 as Document 2014100442, Official Public Records of Travis County, Texas.
22. Landscape Easement [Lot 1, Block C, Sweetwater – Section 2, Village F1], recorded on July 17, 2014 as Document 2014008592, Official Public Records of Travis County, Texas.
23. Restrictive Covenant – Sweetwater Village I – LCRA, recorded on August 13, 2014 as Document 2014121079, Official Public Records of Travis County, Texas.
24. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village I, recorded on August 13, 2014 as Document 2014121098, Official Public Records of Travis County, Texas.
25. Sweetwater – Development Area Declaration – Section 1, Village I, recorded on August 13, 2014 as Document 2014121130, Official Public Records of Travis County, Texas.
26. Sweetwater – First Amendment to Development Area Declaration – Section 1, Village I, recorded on September 25, 2014 as Document 201414417, Official Public Records of Travis County, Texas.
27. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village K, recorded on March 22, 2015 as Document 2015080450, Official Public Records of Travis County, Texas.
28. Sweetwater – Development Area Declaration – Section 1, Village K, recorded on March 22, 2015 as Document 2015080802, Official Public Records of Travis County, Texas.
29. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village P1, recorded on March 31, 2015 as Document 2015206366, Official Public Records of Travis County, Texas.
30. Assignment and Assumption of Declarant's Rights, recorded on April 3, 2015 as Document 2015050287, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE

31. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
32. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
33. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
34. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
35. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
36. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
37. First Amendment to Development Area Declaration for Sweetwater – Section 2, Village F1, Section 1, Village G1 and G2, Section 1, Village H and H2, Section 1, Village I, Section 1, Village J, Section 2, Village Z, Phase 1, Section 1, Village K, recorded on February 23, 2016 as Document 2016025334, Official Public Records of Travis County, Texas.
38. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village L, Phase 1, recorded on March 22, 2016 as Document 2016042357, Official Public Records of Travis County, Texas.
39. Sweetwater – Development Area Development – Section 1, Village L, Phase 1, recorded on March 23, 2016 as Document 2016042613, Official Public Records of Travis County, Texas.
40. Sweetwater – Designation of Neighborhoods, recorded on March 23, 2016 as Document 2016043068, Official Public Records of Travis County, Texas.
41. Sweetwater – Notice of Applicability of Master Covenant – Section 1, Village L, Phase 2, recorded on September 13, 2016 as Document 2016151855, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE

42. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village F1, recorded on November 15, 2016 as Document 2016190329, Official Public Records of Travis County, Texas.
43. Amendment to Notice of Applicability of Master Covenant – Section 2, Village F1, recorded on February 10, 2017 as Document 2017023887, Official Public Records of Travis County, Texas.
44. Amendment and Restatement of Development Area Declarations for Sweetwater, recorded March 7, 2017 as Document No. 2017037644, Official Public Records of Travis County, Texas.
45. Amended and Restated Residential Design Guidelines, recorded on March 7, 2017 as Document 2017037660, Official Public Records of Travis County, Texas.
46. Sweetwater – Notice of Applicability – Section Two, Village P2, recorded on March 8, 2017 as Document 2017037701, Official Public Records of Travis County, Texas.
47. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village Z, Phase 2, recorded on April 12, 2017 as Document 2017058301, Official Public Records of Travis County, Texas.
48. Community Manual – Sweetwater, recorded April 17, 2017 as Document No. 2017060327, Official Public Records of Travis County, Texas.
49. Sweetwater – Neighborhood Designation – Section Two, Village P2, recorded on May 4, 2017 as Document 2017071629, Official Public Records of Travis County, Texas.
50. Sweetwater – Neighborhood Designation – Section 2, Village Z, Phase 2, recorded on May 4, 2017 as Document 2017071630, Official Public Records of Travis County, Texas.
51. First Amendment to Amended and Restated Residential Design Guidelines, recorded on November 30, 2017 as Document No. 2017189342, Official Public Records of Travis County, Texas.
52. Sweetwater – Notice of Applicability – Section Two, Village P3A, recorded on December 12, 2017 as Document 2017195699, Official Public Records of Travis County, Texas.
53. First Supplement to the Community Manual – Sweetwater, recorded December 14, 2017 as Document No. 2017197232, Official Public Records of Travis County, Texas.
54. Joint-Use Roadway Easement [Sweetwater Centre Phase One-Lots 1-6, Block A], recorded June 7, 2018 as Document No. 2018088510, Official Public Records of Travis County, Texas.
55. Second Supplement to the Community Manual Sweetwater, recorded May 31, 2018 as Document No. 2018083836, Official Public Records of Travis County, Texas.
56. Sweetwater – Notice of Applicability – Section Two, Village P3B, recorded on August 6, 2018 as Document 2018124616, Official Public Records of Travis County, Texas.
57. Sweetwater – Notice of Applicability – Section 2, Village AA, recorded on August 21, 2018 as Document 2018133627, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE

58. Designation of Neighborhoods [Section Two, Village AA, P3A & P3B] recorded October 4, 2018 as Document No. 2018157253, Official Public Records of Travis County, Texas.
59. Sweetwater – Notice of Applicability of Master Covenant – Section 2, Village N, recorded on February 7, 2019 as Document No. 2019017786, Official Public Records of Travis County, Texas.
60. Sweetwater – Supplement to Notice of Applicability – Section Two, Village P2, recorded on March 1, 2019 as Document 2019028355, Official Public Records of Travis County, Texas.
61. Sweetwater – Amendment to Notice of Applicability of Master Covenant – Section 2, Village N, recorded on April 23, 2019 as Document No. 2019057405, Official Public Records of Travis County, Texas.
62. Third Supplement to the Community Manual – Sweetwater, recorded June 3, 2019 as Document No. 2019080065, Official Public Records of Travis County, Texas.
63. Sweetwater – Amended and Restated Adoption of Working Capital Assessment [Residential], recorded on September 18, 2019 as Document No. 2019144355, Official Public Records of Travis County, Texas.
64. Sweetwater – Amended and Restated Slope Easement, Sweetwater Ranch, Section Two, Village B, recorded on October 31, 2019 as Document 2019171062, Official Public Records of Travis County, Texas.
65. Amended and Restated Slope Easement Sweetwater Ranch, Section Two, Village N, recorded October 31, 2019 as Document No. 2019171063, Office Public Records of Travis County, Texas.
66. Amended and Restated Slope Easement Sweetwater Ranch, Section Two, Village Q, recorded on October 31, 2019 as Document No. 2019171064, Office Public Records of Travis County, Texas.
67. First Amendment to the Community Manual [Age Restrictions], recorded November 12, 2019 as Document No. 2019177712, Official Public Records of Travis County, Texas.
68. Second Amendment to Amended and Restated Residential Design Guidelines, recorded on November 12, 2019 as Document No. 2019177713, Official Public Records of Travis County, Texas.
69. Neighborhood Designation (Sweetwater Section 2, Village N), recorded December 17, 2019 as Document No. 2019198210, Official Public Records of Travis County, Texas.
70. Third Amendment to Amended and Restated Residential Design Guidelines, recorded on December 17, 2019 as Document No. 2019198211, Official Public Records of Travis County, Texas.
71. Amended and Restated Designation of Neighborhoods [Section Two, Village AA], [Section Two, Village P3A], [Section Two, Village P3B], recorded May 22, 2020 as Document No. 2020083040, Official Public Records of Travis County, Texas.
72. Neighborhood Designation [Section 2, Village B], recorded May 22, 2020 as Document No. 2020083041, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE

73. Neighborhood Designation [Section One, Village L, Phase 1], recorded May 22, 2020 as Document No. 2020083043, Official Public Records of Travis County, Texas.
74. Amended and Restated Neighborhood Designation [Section Two, Village N], recorded May 22, 2020 as Document No. 2020083039, Official Public Records of Travis County, Texas.
75. Notice of Applicability, Section Two, Village O, recorded on April 9, 2020 as Document No. 2020057631, Office Public Records of Travis County, Texas.
76. Neighborhood Designation [Section 2, Village O], recorded May 22, 2020 as Document No. 2020083042, Official Public Records of Travis County, Texas
77. Sweetwater – Notice of Applicability – Section 2, Village Z3, recorded on September 23, 2020 as Document 2020176266, Official Public Records of Travis County, Texas.
78. Sweetwater – Neighborhood Designation – Section 2, Village Z3, recorded on September 28, 2020 as Document 2020179449, Official Public Records of Travis County, Texas.
79. Fifth Supplement to the Community Manual – Sweetwater, recorded October 13, 2020 as Document No. 2020191305, Official Public Records of Travis County, Texas.
80. First Supplement to the Amendment and Restatement of Development Area Declarations for Sweetwater, recorded June 7, 2021 as Document No. 2021126172, Official Public Records of Travis County, Texas.
81. Non-Material Correction Instrument - Joint-Use Roadway Easement [Sweetwater Centre Phase One-Lots 1-6, Block A], recorded June 8, 2021 as Document No. 2021128409, Official Public Records of Travis County, Texas.
82. Sweetwater – Sixth Supplement to Community Manual, recorded on September 2, 2021 as Document No. 2021197496, Official Public Records of Travis County, Texas.

EXHIBIT "A"

SWEETWATER MASTER COMMUNITY, INC.
MANAGEMENT CERTIFICATE



7
W

**SECOND AMENDMENT TO PHASING AGREEMENT -
SWEETWATER RANCH, SECTION ONE AND SECTION TWO**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Second Amendment to Phasing Agreement – Sweetwater Ranch, Section One and Section Two (this "Second Amendment") is made and entered into by and between WS-COS Development, LLC, a Delaware limited liability company ("Developer"), and Travis County, Texas (the "County"), (hereinafter Developer and County may be collectively referred to as the "Parties", or individually as a "Party") for the purposes and consideration stated herein.

WHEREAS, Sweetwater Austin, L.L.P., a Texas limited partnership ("Sweetwater Austin"), as "Developer" and the County entered into that certain Sweetwater Ranch Section One Phasing Agreement dated effective as of July 16, 2004, and recorded in the Official Public Records of Travis County, Texas, as Document Number 2006070705 (the "Original Phasing Agreement"), providing for, among other things, the orderly development of certain property described therein in conjunction with a process to coordinate the construction and improvement of certain roads and streets with the phased development of such property;

WHEREAS, Forest City Sweetwater, L.P., a Texas limited partnership ("Forest City"), succeeded Sweetwater Austin as "Developer" under the Original Phasing Agreement and, subsequently, Forest City and the County entered into that certain Sweetwater Ranch Section One Amended Phasing Agreement Section Two Phasing Agreement, dated effective as of May 24, 2006, and recorded in the Official Public Records of Travis County, Texas, as Document Number 2006100748 (the "First Amendment"), amending the Original Phasing Agreement (as so amended, the "Amended Phasing Agreement") and affecting that certain 1,048 acres described in Exhibit "A" attached to the First Amendment (as defined therein and used herein, the "Property");

WHEREAS, the Developer previously submitted (i) the Sweetwater Ranch Master Development Plan, depicting Sweetwater Ranch Sections One and Two, which plan the County approved, (ii) the Preliminary Plan for Sweetwater Ranch – Section One ("Section One"), which was approved by the County on June 29, 2004, and (iii) the Preliminary Plan for Sweetwater Ranch - Section Two ("Section Two"), which was approved by the County on March 14, 2005, and which preliminary plans were and remain valid, in force and vested as of their respective County approval dates, for all purposes;

WHEREAS, Developer succeeded Forest City as "Developer" under the Amended Phasing Agreement;

WHEREAS Developer is in the continual and ongoing process of subdividing certain tracts of land as described in the Amended Phasing Agreement;

WHEREAS, the obligations set forth in Section 1 of the Original Phasing Agreement have been satisfied in full compliance with the terms of the First Amendment and no longer remain outstanding;

WHEREAS, Developer has heretofore directed and authorized its engineer to design and prepare construction plans, contract documents and a right-of-way (ROW) dedication plat for that part of Pedernales Summit Parkway shown in the Preliminary Plan for Section Two ("PSP Section 2") and to submit same to Travis County Transportation and Natural Resources for review and approval in order to avoid delays in the ongoing development of the project; and

WHEREAS, Developer and the County desire to further amend the Amended Phasing Agreement to, among other things, coordinate the phasing process and the future improvements of PSP Section 2.

NOW THEREFORE, in consideration of these premises set forth above (which the Parties hereby confirm are true and correct) and the promises contained herein, the Parties agree as follows:

1. The Amended Phasing Agreement, as amended by this Second Amendment, is herein called the "Phasing Agreement". Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Phasing Agreement.
2. Developer has currently submitted plat applications to the County for over 700 lots situated within Section One and/or Section Two of the Property. The County has currently approved alternate fiscal requests for a total of 523 lots within the Property ("Alternate Fiscal Lots"), and the Developer has submitted fiscal security for, and the County has approved and recorded, final plats for a total of 509 lots within the Property ("Final Platted Lots"). Developer and County acknowledge that even after there are 600 Final Platted Lots within the Property, it may be well over one year before there are 600 or more completed single family homes within the Property, due to the amount of time that it will take the homebuilders to sell and build the homes on the Final Platted Lots.
3. Sections 1 and 3 of the Original Phasing Agreement are hereby deleted, because the obligations therein have now been completed.
4. Section 1a of the First Amendment is hereby deleted, because the obligations therein have now been completed. Sections 1b and 1c of the First Amendment are replaced by Sections 6 and 7 below.
5. As each phase of the Property is final platted, Developer will post County-approved construction fiscal security or alternative fiscal security, as allowed under Chapter 82- Travis County Development Regulations ("Chapter 82"), for the cost of street and drainage improvements within, or necessary to provide access to, such phase, to the extent not already secured with the County.
6. Developer shall be allowed to submit, without limitation, plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as is allowed under Chapter 82, until the time of recording of the final plat containing the 600th platted lot situated in Section One and/or Section Two. After the recording

of the final plat containing the 600th platted lot situated in Section One and/or Section Two, Developer agrees to cease submitting new plat applications for new phases within the Property until the following conditions are satisfied with respect to the then remaining roadway improvements for PSP Section 2:

- a. Developer shall have posted fiscal security or alternative fiscal security, as allowed under Chapter 82, in an amount equal to the estimated costs for the following (to the extent such security is not already posted within the County): construction of the bridge over Bee Creek; the water quality structure(s) associated with such roadway improvements; revegetation of construction areas related to such roadway improvements; and temporary erosion and sedimentation controls relating to construction of such roadway improvements;
- b. Developer shall have recorded the ROW dedication plat for PSP Section 2 with the security required in Section 6a of this Second Amendment; and
- c. Developer shall have submitted to the County the construction plans for PSP Section 2, and the County shall have issued the permit for the construction of these improvements. Such permitting shall not be unreasonably delayed or withheld by County.

7. After the obligations of Paragraph 6 have been met, the Developer shall be allowed to submit plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as is allowed in Chapter 82, until the recording of the final plat containing the 700th platted lot situated within Section One and/or Section Two. After the recording of the final plat containing the 700th platted lot situated in Section One and/or Section Two, Developer agrees to cease submitting new plat applications for new phases within the Property until construction has started on PSP Section 2. The term "construction has started" as used in the preceding sentence shall mean (a) completion by Developer of the pre-construction meeting onsite with County construction inspection staff, and (b) the issuance of a written notice to proceed from the Developer to the contractor who will be constructing PSP Section 2. After these requirements have been met, Developer shall have the right to continue submitting new plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as allowed under Chapter 82, without limitation.

8. The notice addresses for Developer in the Amended Phasing Agreement are hereby deleted and replaced for the Phasing Agreement with the following:

c/o Wheelock Street Capital
660 Steamboat Road, 3rd Floor
Greenwich, CT 06830
Attn: Lawrence Settanni

with copy to:

c/o Wheelock Street Capital
3303 Quiet Glen Drive
Kingwood, Texas 77345
Attn: Mike Rafferty


9. Whenever the provisions of this Second Amendment are inconsistent with the provisions of the Amended Phasing Agreement, the provisions hereof shall control. In addition, it is acknowledged that whenever the provisions of the First Amendment are inconsistent with the Original Phasing Agreement, the provisions of the First Amendment shall control. Except as expressly amended, modified and supplemented hereby, all the terms and provisions of the Amended Phasing Agreement are hereby ratified and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the later date set forth below.

DEVELOPER:

WS – COS DEVELOPMENT, LLC,
a Delaware limited liability company

By: 

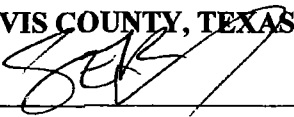
Name: Michael L. Rafferty

Title: Authorized Signatory

Date: September 11, 2014

COUNTY:

TRAVIS COUNTY, TEXAS

By: 

Name: SARAH ECKHARDT

Title: County Judge

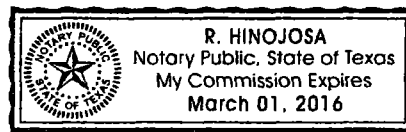
Date: 1-26-2015

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 11, 2014, by Michael L. Rafferty, Authorized Signatory of WS-COS Development, LLC, a Delaware limited liability company, on behalf of said company.

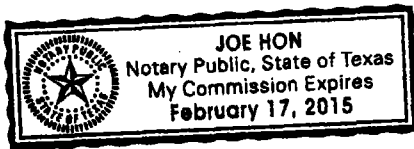
R. Hinojosa

Notary Public, State of Texas
[Seal]



THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on JANUARY 28TH ²⁰¹⁵ ~~2014~~, by SARAH ECKHARDT, County Judge of Travis County, on behalf of said county.



[Signature]
Notary Public, State of Texas
[Seal]

Return:

M. Hettenhausen
TNR - Development Services
Intra-Office

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 23, 2015 04:47 PM

2015025594

MITCHELLM: \$50.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**DECLARANT REMOVAL AND APPOINTMENT OF
DIRECTOR**

SWEETWATER MASTER COMMUNITY, INC.

Travis County, Texas

DECLARANT: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross reference to Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as amended.

**SWEETWATER MASTER COMMUNITY, INC.
DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR**

NASH SWEETWATER, LLC, a Delaware limited liability company (the "Declarant"), pursuant to that certain Assignment and Assumption of Declarant's Rights recorded under Document No. 2015050287 of the Official Public Records of Travis County, Texas, is the current Declarant under the Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, in the Official Public Records of Travis County, Texas, as amended from time to time (the "Covenant").

Declarant has the right to appoint and remove all Board members in accordance with the Covenant and Bylaws of Sweetwater Master Community, Inc., a Texas non-profit corporation, the association established pursuant to the Covenant (the "Association").

Declarant hereby removes Nicolle Ramia from the Board of Directors of the Association and appoints Paige Wilkerson to serve on the Board of Directors of the Association.

EXECUTED TO BE EFFECTIVE as of the 12th day of November, 2018.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

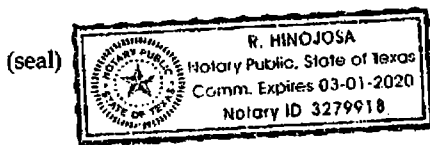
By: Newland Real Estate Group, LLC
a Delaware limited liability company
its Agent

By: [Signature]
Printed Name: Rainer Ficken
Title: Asst. Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of November, 2018, by Rainer Ficken, Asst. Vice President of Newland Real Estate Group, LLC, a Delaware limited liability company, the agent of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said entities.



[Signature]
Notary Public, State of Texas

2

4813-7010-1626v.1 58090-1

SWEETWATER
DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



[Signature]
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 13 2018 04:45 PM

FEE: \$ 30.00 2018177293

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra
Rebecca Guerrero, County Clerk
Travis County, Texas

Apr 15, 2022 09:04 AM Fee: \$42.00

2022069041

Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



SWEETWATER

**SECOND SUPPLEMENT TO THE RESTATEMENT OF
DEVELOPMENT AREA DECLARATIONS
FOR SWEETWATER**

Travis County, Texas

Cross-reference to that certain Second Amended and Restated Sweetwater Master Covenant [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas, as amended; the Amendment and Restatement of Development Area Declaration recorded as Document No. 2017037644 in the Official Public Records of Travis County, Texas, and the First Supplement Amendment and Restatement of Development Area Declaration recorded as Document No. 2021126172 in the Official Public Records of Travis County, Texas.

SWEETWATER SECOND SUPPLEMENT TO THE
AMENDMENT AND RESTATEMENT OF
DEVELOPMENT AREA DECLARATIONS

RECITALS

A. WS-COS Development, LLC, a Delaware limited liability company (the "**Original Declarant**") previously executed and recorded that certain Amended and Restated Master Covenant for Sweetwater, recorded as Document No. 2011166452, Official Public Records of Travis County, Texas (the "**Original Master Covenant**").

B. Pursuant to the terms and provisions of that certain Assignment and Assumption of Declarant's Rights, recorded as Document No. 2015050287, Official Public Records of Travis County, Texas, the Original Declarant transferred, assigned and conveyed to Declarant all of the Original Declarant's rights, obligations, and interests, as the "**Declarant**", under the Master Covenant.

C. Declarant previously executed that certain Sweetwater Second Amended and Restated Master Covenant [Residential], recorded as Document No. 2016032674 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), which Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Covenant, which shall be in addition to the covenants, conditions, and restrictions of the Master Covenant.

A "**Development Area**" is a portion of the Property, as defined in the Master Covenant, which has actually been made subject to the terms and provisions of the Master Covenant and, if applicable, a Development Area Declaration. A Development Area may correspond to one or all of the Lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your Lot, you must consult the terms and provisions of the Master Covenant, the terms and provisions of any Notice of Applicability covering your Lot, the Development Area Declaration which includes the Development Area where your Lot is located, and the Design Guidelines.

D. The Declarant previously executed and recorded that certain: (1) Sweetwater Development Area Declaration, Section Two, Village F1, recorded as Document No. 2012200833, Official Public Records of Travis County, Texas; (2) Sweetwater Development Area Declaration, Section One, Village G1 and G2, recorded as Document No. 2012013213, Official Public Records of Travis County, Texas; (3) Sweetwater Development Area Declaration, Section One, Village H1 and H2, recorded as Document No. 2013112655, Official Public Records of Travis County, Texas; (4) Sweetwater Development Area Declaration, Section One, Village I, recorded as Document No. 2013227774, Official Public Records of Travis County, Texas; (5) Sweetwater Development Area Declaration, Section One, Village J, recorded as Document No. 2014121130, Official Public Records of Travis County, Texas; (6) Sweetwater Development Area Declaration, Section One, Village K, recorded as Document No. 2015080802, Official Public Records of Travis County, Texas; (7) Sweetwater Development Area Declaration, Section Two, Village Z, recorded

SWEETWATER SECOND SUPPLEMENT TO THE
AMENDMENT AND RESTATEMENT OF
DEVELOPMENT AREA DECLARATIONS

as Document No. 2014039923, Official Public Records of Travis County, Texas; (8) Sweetwater Development Area Declaration, Section One, Village L, Phase 1, recorded as Document No. 2016042613; (9) First Amendment to Development Area Declarations, recorded as Document No. 2016025334, Official Public Records of Travis County, Texas; (10) Amendment to Notice of Applicability of Master Covenant and Development Area Declaration for Section Two, Village F1 recorded as Document No. 2017023887 in the Official Public Records of Travis County, Texas; (11) Amendment and Restatement of Development Area Declaration recorded as Document No. 2017037644 in the Official Public Records of Travis County, Texas; and (12) the First Supplement Amendment and Restatement of Development Area Declaration recorded as Document No. 2021126172 in the Official Public Records of Travis County, Texas. As amended, collectively, the "Sweetwater DADs".

E. Declarant has determined that the Sweetwater DADs should be supplemented as stated herein, and now desires to supplement the Sweetwater DADs and the covenants for all residential property in the subdivision, as set forth below.

NOW, THEREFORE, it is hereby declared that (i) those portions of the Development and all property that are subject to the Sweetwater DADs, as well as those portions of the Property made subject to the Sweetwater DADs by the filing of a Notice of Applicability, shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which will run with the Development and such portions of the Property and will be binding upon all parties having right, title, or interest in or to the Development and such portions of the Property, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Development or Property becoming subject to this Development Area Declaration are hereby incorporated into this Development Area Declaration for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iii) each contract or deed conveying any portion of the Development or the Property which is made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iv) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant. In the event of a conflict between the terms and provisions of this Development Area Declaration and the Master Covenant, the terms of the Master Covenant will control.

Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Development Area Declaration are used and defined as they are used and defined in the Master Covenant.

AMENDMENT

ARTICLE II of the **Amended and Restated Development Area Declaration** is amended as follows:

SECTION 2.06 IS AMENDED AND RESTATED, IN ITS ENTIRETY, AS FOLLOWS:

2.06 Animals - Household Pets. Animals that are not considered to be a domestic household pet within the ordinary meaning and interpretation of such term – including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, or goats – may be kept, maintained, or cared for on or within the Development Area. Whether or not an animal is a domestic household pet, no Owner may keep, in the Development Area, a dangerous animal, an exotic animal, a trained attack dog, or an animal deemed to be a potential threat to the well-being of people. Similarly, any dog that is a “Dangerous Dog” under Chapter 252 of the Regulations of Travis County, Texas is prohibited from being kept in Development Area. No animal may be kept for any commercial purpose or for food. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no animals will be allowed on or within the Development Area other than on the Lot of its Owner unless confined to a leash or otherwise restrained or contained. No animal will be allowed to run at large. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration within the Development Area, and no kennels or breeding operation will be allowed. Except as otherwise provided herein, at all times animals shall be kept within fenced or enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste. All fencing and outdoor enclosed areas constructed hereunder must be: (i) constructed in accordance with materials, plans and specifications in conformance with the terms and provisions of this Development Area Declaration and the Design Guidelines and any additional conditions imposed by the Sweetwater Reviewer; (ii) of reasonable design and construction to adequately fence and/or enclose such animals in accordance with the provisions hereof; and (iii) approved in advance and in writing by the Sweetwater Reviewer. All pet waste will be removed and appropriately disposed of by the Owner of the pet. All pets must be registered, licensed and inoculated as required by law.

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Sweetwater Second Supplement to the Amendment and Restatement of the Development Area Declarations adopted by Declarant, Nash Sweetwater, LLC.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

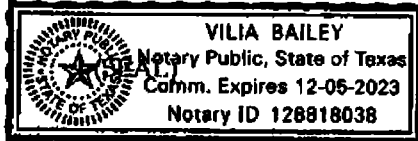
By: _____

Printed Name: Rita Brandin

Title: Authorized Signatory

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 14th day of April, 2022, by Rita Brandin, an Authorized Signatory of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

SWEETWATER SECOND SUPPLEMENT TO THE
AMENDMENT AND RESTATEMENT OF
DEVELOPMENT AREA DECLARATIONS



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

SWEETWATER

DECLARANT APPOINTMENT OF DESIGNEE
TO ACT AS SWEETWATER REVIEWER

Travis County, Texas

Declarant: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross reference to that Sweetwater Master Covenant recorded in Document No. 2011166452, Official Public Records of Travis County, Texas, as amended.

**SWEETWATER
DECLARANT APPOINTMENT OF DESIGNEE
TO ACT AS SWEETWATER REVIEWER**

NASH SWEETWATER LLC, a Delaware limited liability company (the "Declarant"), pursuant to the Assignment and Assumption of Declarant's Rights recorded under Document 2015050287 of the Official Public Records of Travis County, Texas, is the current Declarant under Sweetwater Master Covenant, recorded under Document No. 2011166452, in the Official Public Records of Travis County, Texas, as amended (the "Covenant").

Pursuant to *Section 6.02* of the Covenant, the Declarant has the right to appoint and remove (with or without cause) certain individuals to act as its behalf as Sweetwater Reviewer. The Declarant hereby removes Rainer Ficken from the position of Sweetwater Reviewer and hereby appoints the following individual to act on its behalf as Sweetwater Reviewer:

J. Robert Long
Senior Project Manager, Newland Communities
5348 Pedernales Summit Pkwy.
Austin, Texas 78738

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Covenant.

All prior appointments of Sweetwater Reviewer are hereby revoked as of the effective date of this appointment.

IN WITNESS WHEREOF, the undersigned have executed this consent as of and effective the 16th day of April, 2015.

[Signature Page to Follow]

DECLARANT:

NASH Sweetwater, LLC
a Delaware limited liability company

By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its Agent

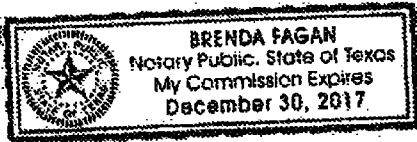
By: E. William Meyer
Name: E. William Meyer
Title: Vice President

THE STATE OF Texas §

COUNTY OF Williamson §

This instrument was acknowledged before me on this 24th day of April, 2015, by E. William Meyer, Vice President of Newland Real Estate Group, LLC, a Delaware limited liability company, the agent of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said entities.

(seal)



Brenda Fagan
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 27 2015 09:24 AM

FEE: \$ 38.00 **2015062848**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 03, 2019 01:05 PM Fee: \$42.00

2019080065

Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
401 Congress Ave., Suite 2100
Austin, Texas 78701



SWEETWATER
THIRD SUPPLEMENT TO THE
COMMUNITY MANUAL

Attachment 15 – Construction and Yard Maintenance Hours and Clean Site Guidelines

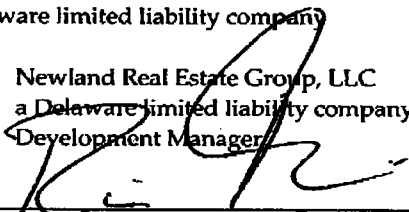
NASH SWEETWATER, LLC, a Delaware limited liability company, Declarant under the Sweetwater Second Amended and Restated Master Covenant [Residential], Doc. No. 2016032674, Official Public Records of Travis County, Texas, and the sole member of Sweetwater Master Community, Inc., a Texas non-profit corporation, certifies this Supplement to the Community Manual was adopted for Sweetwater and is effective when recorded.

IN WITNESS WHEREOF, the undersigned has executed this Third Supplement to the Community Manual on the 29th day of MAY, 2019.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

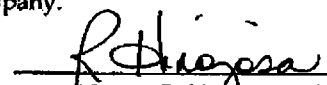
By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its: Development Manager

By: 
Name: RAINER FICKEN
Title: ASST. VICE PRESIDENT

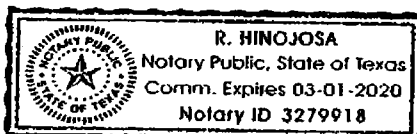
THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 29th day of May, 2019, by Rainer Ficken, Asst. Vice President of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)


Notary Public, State of Texas

Cross-reference Sweetwater Second Amended and Restated Master Covenant [Residential], recorded as Document No. 2016032674, Official Public Records of Travis County, Texas, as the same may be amended from time to time.



SWEETWATER

THIRD SUPPLEMENT TO THE COMMUNITY MANUAL

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- 15. CONSTRUCTION AND YARD MAINTENANCE HOURS AND CLEAN SITE GUIDELINES [DUMPSTERS AND TRASH CANS]***** **ATTACHMENT 15**

***** REPLACES RESIDENT YARD/LAWN MAINTENANCE AND CONSTRUCTION RULES**

THIRD SUPPLEMENT TO THE COMMUNITY MANUAL

for

SWEETWATER

A Master Planned Community in Travis County

I. INTRODUCTION

NASH SWEETWATER, LLC, is the developer of Sweetwater (the "Community"). The guiding principles for the Community have been set forth in the governing documents for Sweetwater which include the Development Documents and the Association Documents (both defined below) and are collectively referred to herein as the "Documents" (the "Documents"). The Documents include such instruments as the Sweetwater Second Amended and Restated Master Covenant [Residential] (the "Covenant"), any applicable Notices of Applicability, any applicable Development Area Declaration (a "DAD"), the Design Guidelines, and this Community Manual (collectively referred to as the "Development Documents"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "Declarant" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built-out (the "Development Period"). Furthermore, the Development Documents identify and set forth the obligations of Sweetwater Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Covenant (the "Association"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "Association Documents"). It is the Association Documents which are included within the Community Manual and this supplement, as further set forth herein. One or more of the Association Documents have been previously Recorded, and such Recorded Association Documents are attached hereto.

Capitalized terms used but not defined in this Community Manual shall have the meaning subscribed to such terms in the Covenant.

This Third Supplement to the Community Manual becomes effective when Recorded.

ATTACHMENT 15

Construction and Yard Maintenance Hours and Clean Site Guidelines¹

Construction and Yard Maintenance Hours

Construction Activity – Under the Sweetwater Design Guidelines, “Construction Activity” is limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No Construction Activity is permitted on Sunday or on New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day.

Yard Maintenance – Routine lawn, yard maintenance and minor Landscape Projects such as mowing, edging, and blowing, and the related use of lawn equipment such as mowers, trimmers, edgers, and blowers (i.e. not requiring heavy equipment) does not constitute “Construction Activity.”

Owner Projects and Construction Activity – Owner projects calling for the installation or construction of additional improvements or modifications to a residence (such as a roofing repairs or the installation of additional features such as a gazebo or a pool) are subject to the Construction Activity restrictions.

Activity	Days	Hours
Lawncare, yard maintenance, minor landscape projects (not requiring heavy equipment), and basic home maintenance/repairs (not requiring heavy equipment)	N/A	N/A
Construction Activity ²	M-F SAT	7am – 7 pm 8 am – 6 pm

¹ Sweetwater Amended and Restated Residential Design Guidelines, recorded as Document No. 2017037660, Official Public Records of Travis County, Texas (the “Design Guidelines”). Capitalized terms not defined herein are defined in the Design Guidelines.

² No Construction Activity is permitted on Sunday or on New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Clean Site Guidelines – Residential Construction or Improvements

Site Cleanliness – During the construction period, each construction site shall be kept neat and shall be properly policed.

Containers Required - Owners and Homebuilders shall provide trash containers for debris – one covered trashcan (min. size – 20 gallons) must be on each site and located in the garage. In addition, unless the requirement is waived in a written communication from the Association, at least one dumpster is required on each site. Overflowing trash containers are not allowed.

Daily Clean Up Required – Owners and Homebuilders shall dean up all trash and debris on the construction site on a daily basis, and trash and debris shall be removed from each construction site on a timely basis. *All trash must be stored in containers at the end of each work day.* Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. The dumping, burying or burning of trash is not permitted anywhere within the Community.

Protection of Pavement, Curbs, and Vegetation – When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs and vegetation. Any damage will be charged to the Owner. Crawler tractors are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris tracked off site must be cleaned on a daily basis.

Sanitary Facilities – For all new residential construction projects, a temporary sanitary facility (chemical toilet) shall be provided and maintained on the Lot by the Owner during construction. In a Development Area in which a Homebuilder is constructing multiple homes there must be at least one (1) toilet for every five (5) Lots (including completed Lots; homes).

Fee: \$87.00

Tax Certificate
01/23/2024



Order #: 24-778640-HB

2400 Dallas Parkway, Suite 560 | Plano, TX 75093
support@unitedtaxco.com

IMPORTANT NOTES!

- This property may have an applicable HOA
- Requested as 5.421 Acres - Assessed as 5.421 Acres

Property Details

CAD #:	12937	County:	Milam
Owner(s):	CASTILLO AURELIO & MARIA	Deed:	VOL 2019/1576
Situs:	ROCKDALE, TX 76567		
Owner Mailing:	11420 N FM 908, THORNDALE TX 76577		

Legal Description	Assessment	2022	2023
A0740 ARNETT, T.S., 5.421 ACRES	Improvement	\$0.00	\$1,910.00
	Land	\$0.00	\$146,370.00
	Market Total	\$0.00	\$148,280.00
	Assessed Total	\$0.00	\$148,280.00
	Certified	No	Yes

Exemption Summary

Year	Current Exemptions	W/O Exemptions Estimate
2023	None	\$2,569.10
2022	None	Not Available

Tax Summary

Collector	Year	Tax Rate	Base Tax	Due 1/2024	Due 2/2024	Status
Milam County Tax Assessor Collector Acct #: 12937 806 N. Crockett Suite J P.O. Box 551 Cameron, TX 76520 Phone: (254)-697-7017	2023	1.73260000	\$2,569.10	\$2,569.10	\$2,748.94	Due
	Sub Total	1.73260000	\$2,569.10	\$2,569.10	\$2,748.94	
Total (as of: 1/17/24)		1.73260000	\$2,569.10	\$2,569.10	\$2,748.94	Due

Fee: \$87.00

Tax Certificate

01/23/2024

Page 2 of 2

United Tax
Services, Inc

Order #: 24-778640-HB

2400 Dallas Parkway, Suite 560 | Plano, TX 75093
support@unitedtaxco.com

Taxing Jurisdictions

	Account	Collected By	Year	Tax Rate	W/O Exempt	Base Tax	Due 1/2024	Due 2/2024
Milam County	12937	Milam County Tax Assessor Collector	2023	0.613200	\$909.25	\$909.25	\$909.25	\$972.90
Rockdale ISD	12937	Milam County Tax Assessor Collector	2023	1.119400	\$1,659.85	\$1,659.85	\$1,659.85	\$1,776.04
Property Total (as of: 1/17/24)				1.732600	\$2,569.10	\$2,569.10	\$2,569.10	\$2,748.94

Exemption Information

Entity	HOM	OV65	DP	DV 10-30%	DV 31-50%	DV 51-70%	DV 71-100%
Milam County				5K	7.5K	10K	12K
Rockdale ISD	100K	10K+6K	+10K	5K	7.5K	10K	12K

CONDITIONS AND DISCLAIMERS

THIS REPORT IS PROVIDED SUBJECT TO THE LIMITATIONS AND EXCLUSIONS CONTAINED WITHIN THE UTP SUPPLIER AGREEMENT ("AGREEMENT"), AS MODIFIED FROM TIME TO TIME. IT IS EXPRESSLY UNDERSTOOD THAT THIS REPORT DOES NOT CONSTITUTE A REPORT UPON THE SUBJECT PROPERTY ON (i) THE STATUS OF TITLE, (ii) LIENS, (iii) MINERAL (WHETHER WORKING OR ROYALTY) INTERESTS, TAXES OR LEASES, (iv) PERSONAL PROPERTY TAXES, OR (v) OTHER FORMS OF NON-AD VALOREM TAXES WHICH MAY BE, OR HAVE BEEN, ASSESSED (EX. PAVING ASSESSMENTS AND/OR LIENS, HOMEOWNER ASSESSMENTS, MAINTENANCE ASSESMENT) AND NO REPRESENTATION OR WARRANTY IS PROVIDED WITH REGARD TO ANY OF SUCH MATTERS. ANY INFORMATION CONTAINED WITHIN ANY REPORT PROVIDED BY UTP REGARDING ANY OF FOREGOING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE COMPLETE, ACCURATE OR RELIED UPON BY ANY PARTY.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jun 30, 2023 10:58 AM Fee: \$34.00

2023072956

Electronically Recorded

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**DECLARANT REMOVAL AND
APPOINTMENT OF DIRECTOR AND OFFICERS

SWEETWATER MASTER COMMUNITY, INC.**

Travis County, Texas

DECLARANT: NASH SWEETWATER, LLC, a Delaware limited liability company

Cross reference to Sweetwater Second Amended and Restated Master Covenant [Residential],
recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as
amended from time to time.

**SWEETWATER MASTER COMMUNITY, INC.
DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR AND OFFICERS**

NASH SWEETWATER, LLC, a Delaware limited liability company (the "Declarant"), pursuant to that certain Assignment and Assumption of Declarant's Rights recorded under Document No. 2015050287 of the Official Public Records of Travis County, Texas, is the current Declarant under the Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, in the Official Public Records of Travis County, Texas, as amended from time to time (the "Covenant").

Declarant has the right to appoint and remove all Board members and officers in accordance with the Covenant and Bylaws of Sweetwater Master Community, Inc., a Texas non-profit corporation, the association established pursuant to the Covenant (the "Association").

Declarant hereby removes Rita Brandin from the Board of Directors of the Association and appoints Chris Mastin to serve on the Board of Directors of the Association.

Whereas Rita Brandin has resigned from her position as President of the Association, Declarant hereby Appoints Matthew S. Chase to serve in the office set forth below. Furthermore, Declarant hereby designates the following-named persons as officers of the Association for the office set forth below opposite his or her name:

Matthew S. Chase	-	President
Chris Mastin	-	Vice President
Becky Hinojosa	-	Secretary/Treasurer

[SIGNATURE PAGE FOLLOWS]

EXECUTED TO BE EFFECTIVE as of the 30th day of June, 2023.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

By: Brookfield Newland Development LLC,
a Delaware limited liability company,
its Agent/Development Manager

By: *Rita Brandin*
Printed Name: Rita Brandin
Title: Sr. Vice President

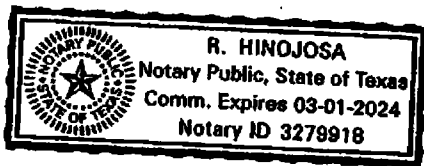
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30th day of June, 2023, by Rita Brandin, Sr. Vice President of Brookfield Newland Development LLC, a Delaware limited liability company, the Agent/Development Manager of NASH Sweetwater, LLC, a Delaware limited liability company, on behalf of said entities.

(seal)

R. Hinojosa
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:****Robert D. Burton, Esq.****Winstead, PC****401 Congress Ave., Suite 2100****Austin, Texas 78701****Email: rburton@winstead.com**

**FIRST AMENDMENT TO DEVELOPMENT AREA
DECLARATIONS FOR
SWEETWATER**

**SECTION TWO, VILLAGE F1
SECTION ONE, VILLAGE G1 AND G2
SECTION ONE, VILLAGE H AND H2
SECTION ONE, VILLAGE I
SECTION ONE, VILLAGE J
SECTION TWO, VILLAGE Z, PHASE 1
SECTION ONE, VILLAGE K**

Travis County, Texas

Cross reference to Sweetwater - Amended and Restated Master Covenant, recorded as Document No. 2011166452, Official Public Records of Travis County, Texas; as amended.

**FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATIONS FOR
SWEETWATER**

**SECTION TWO, VILLAGE F1
SECTION ONE, VILLAGE G1 AND G2
SECTION ONE, VILLAGE H AND H2
SECTION ONE, VILLAGE I
SECTION ONE, VILLAGE J
SECTION TWO, VILLAGE Z, PHASE 1
SECTION ONE, VILLAGE K**

This First Amendment to Development Area Declarations for Sweetwater, Section Two, Village F1, Section One, Village G1 and G2, Section One, Village H and H2, Section One, Village I, Section One, Village J, Section Two, Village Z, Phase 1 and Section One, Village K, (collectively, this "Amendment") is made by NASH SWEETWATER, LLC, a Delaware limited liability company ("Declarant"), and is as follows:

RECITALS

A. WS-COS Development, LLC, a Delaware limited liability company (the "Original Declarant") previously executed and recorded that certain Amended and Restated Master Covenant for Sweetwater, recorded as Document No. 2011166452, Official Public Records of Travis County, Texas (the "Master Covenant").

B. Pursuant to the terms and provisions of that certain Assignment and Assumption of Declarant's Rights, recorded as Document No. 2015050287, Official Public Records of Travis County, Texas, the Original Declarant transferred, assigned and conveyed to Declarant all of the Original Declarant's right, obligations, and interests, as the "Declarant", under the Master Covenant.

C. The Declarant previously executed and recorded that certain: (1) Sweetwater Development Area Declaration, Section Two, Village F1, recorded as Document No. 2012200833, Official Public Records of Travis County, Texas; (2) Sweetwater Development Area Declaration, Section One, Village G1 and G2, recorded as Document No. 2012013213, Official Public Records of Travis County, Texas, as amended; (3) Sweetwater Development Area Declaration, Section One, Village H and H2, recorded as Document No. 2013112655, Official Public Records of Travis County, Texas; (4) Sweetwater Development Area Declaration, Section One, Village I, recorded as Document No. 2013227774, Official Public Records of Travis County, Texas; (5) Sweetwater Development Area Declaration, Section One, Village J, recorded as Document No. 2014121130, Official Public Records of Travis County, Texas; (6) Sweetwater Development Area Declaration, Section Two, Village Z, Phase 1, recorded as Document No. 2014039923, Official Public Records of Travis County, Texas; and (7) that certain Sweetwater Development Area Declaration, Section One, Village K, recorded as Document No. 2015080802, Official Public Records of Travis County, Texas (collectively, the "Sweetwater DADs").

D. Pursuant to *Section 8.02* of the Sweetwater DADs, the Sweetwater DADs may be amended by Declarant acting alone.

F. The Sweetwater DADs and Master Covenant are collectively referred to herein as the "Sweetwater Declarations".

G. Declarant desires to amend the Sweetwater DADs as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Sweetwater DADs as follows:

1. **Recitals.** The foregoing recitations are true and correct, and are incorporated as a part of this Amendment.

2. **Construction Hours and Activities.** The first sentence of *Section 3.18* of the Sweetwater DADs is hereby deleted and the following is substituted in its place:

"3.18 Construction Hours and Activities. Except as otherwise approved by the Sweetwater Reviewer, construction activities within the Development Area shall only be performed during the permitted construction hours designed in the Design Guidelines."

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Sweetwater Declarations. Unless expressly amended by this Amendment, all other terms and provisions of the Sweetwater Declarations shall remain in full force and effect as written, and are hereby ratified and confirmed.


[Signature Page to Follow]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

NASH SWEETWATER, LLC,
a Delaware limited liability company

By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its Agent

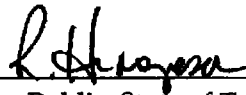
By: 
Name: E. William Meyer
Title: Vice President

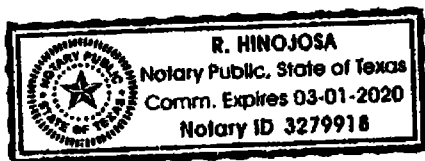
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16th day of February, 2016, by E. William Meyer, Vice President of Newland Real Estate Group, LLC, a Delaware limited liability company, the agent of Nash Sweetwater, LLC, a Delaware limited liability company, on behalf of said entities.

(seal)


Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 23 2016 09:48 AM

FEE: \$ 38.00 2016025334

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 31, 2019 01:32 PM Fee: \$38.00

2019171050

Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



SWEETWATER
FOURTH SUPPLEMENT TO THE COMMUNITY MANUAL

NASH SWEETWATER, LLC, a Delaware limited liability company, as the Declarant under the Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as amended, certifies that the foregoing Sweetwater Fourth Supplement to the Community Manual, of the Sweetwater Master Community, Inc. (the "Association") containing rules and guidelines that have been properly adopted and approved in accordance with the governing documents of the Association. This Fourth Supplement to the Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 28th day of OCTOBER, 2019.

DECLARANT:

NASH SWEETWATER, LLC, a Delaware limited liability company

By: 

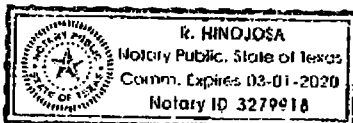
Name: Rainer Ficken

Title: Assistant Vice President

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 28th day of October, 2019, by Rainer Ficken, Assistant Vice President of NASH Sweetwater, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)




Notary Public, State of Texas

Cross-reference Sweetwater Second Amended and Restated Master Covenant [Residential], recorded under Document No. 2016032674, Official Public Records of Travis County, Texas, as amended; and Sweetwater Community Manual, recorded under Document No. 2017060327, Official Public Records of Travis County, Texas, as the same may be amended and supplemented from time to time.

SWEETWATER
FOURTH SUPPLEMENT TO THE
COMMUNITY MANUAL

SWEETWATER

FOURTH SUPPLEMENT TO THE COMMUNITY MANUAL

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|-----|---|----------------------|
| 3. | AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY* | ATTACHMENT 3 |
| | *Supplements Attachment 3 with the Multiple Lot Single Default Notice Rule for Builders. | |
| | | |
| 16. | SUPPLEMENT TO AMENDED AND RESTATED
RESIDENTIAL DESIGN GUIDELINES* | ATTACHMENT 16 |
| | *Supplements Design Guidelines with the Construction Site Regulations for Builders. | |

SWEETWATER
FOURTH SUPPLEMENT TO THE
COMMUNITY MANUAL

ATTACHMENT 3

SWEETWATER MASTER COMMUNITY, INC.

**SUPPLEMENT TO THE AMENDED AND RESTATED
FINE AND ENFORCEMENT POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Sweetwater Second Amended and Restated Master Covenant [Residential], recorded in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time (the "Master Covenant").

Violation of the rules and regulations set forth herein will constitute a violation of the terms and provisions of the Master Covenant.

12. **Violation Notices – Multiple Lots Owned by Single Owner.** In the event a Homebuilder fails or refuses to comply with the Homebuilder's obligations under the Builder Guidelines set forth in the Community Manual, then the Association may provide Homebuilder with written notice of such default (the "**Homebuilder Default Notice**"). The Homebuilder Default Notice must include a description of the default being alleged by the Association. The Homebuilder Default Notice shall apply to Homebuilder and all of the Homebuilder's Lots within the Association, and no additional per Lot notices are required for a violation for which the Homebuilder has previously been given notice and the opportunity to cure in the preceding six months. Any such repeat violations, even if occurring on different Lots, may result in fines and other enforcement penalties and action available to the Association.

SWEETWATER
FOURTH SUPPLEMENT TO THE
COMMUNITY MANUAL

ATTACHMENT 16

SWEETWATER MASTER COMMUNITY, INC.

**SUPPLEMENT TO THE AMENDED AND RESTATED
RESIDENTIAL DESIGN GUIDELINES**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Sweetwater Second Amended and Restated Master Covenant [Residential], recorded in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time (the "Master Covenant").

Cross reference to Sweetwater Amended and Restated Residential Design Guidelines, recorded as Document No. 2017037660 in the Official Public Records of Travis County, Texas, as amended and supplemented from time to time (the "Design Guidelines").

1. The "Architectural Review Process" section of the Design Guidelines is supplemented as follows:

Construction Site Regulations. Violation of the rules and regulations set forth herein will constitute a violation of the terms and provisions of the Master Covenant. The Association may levy fines and/or damage charges in accordance with the Amended and Restated Fine and Enforcement Policy.

SWEETWATER
FOURTH SUPPLEMENT TO THE
COMMUNITY MANUAL

01247-17164

After recording return to:
Wheelock Street Capital
5348 Pedernales Summit Parkway
Austin, Texas 78738

CLOSING DECLARATION

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, WS - COS DEVELOPMENT, LLC, a Delaware limited liability company ("Seller") is the owner of that certain real property in Travis County, Texas, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (collectively, the "Builder Lots"); and

WHEREAS, concurrently with the execution and delivery hereof, Seller is conveying the Builder Lots to RH of Texas Limited Partnership ("Builder"), by Special Warranty Deed pursuant to the terms of that certain LOT PURCHASE AGREEMENT (as amended, the "Contract") dated November 9, 2011 between Seller as the seller thereunder and Builder as the purchaser thereunder, which Contract is incorporated herein by reference; and

WHEREAS, it is a requirement of the Contract that at Closing (as defined in the Contract) that the Seller and Builder execute this Closing Declaration.

NOW, THEREFORE, in consideration of the premises and definitions set out above, which are incorporated herein and made a part hereof by this reference, Seller hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Community (defined below) and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property (defined below) and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

1. Definitions.

"Applicable Laws" shall mean applicable federal, state or local laws, statutes, ordinances, codes, regulations, rules, or restrictions related to the parties, the Project or the Builder Lots.

"Authorized Successor" shall mean (a) a transferee of Builder who is a homebuilder purchasing for the purpose of constructing a home on the Builder Lot for resale; (b) such transferee meets Seller's criteria with respect to financial wherewithal, homebuilding experience, compatibility of product line, intended development and reputation, and is otherwise approved by Seller; and (c)

such transferee agrees to assume Builder's obligations under the Contract with respect to such Builder Lot.

"Community" or "Project" shall mean that certain master planned community located in Travis County, Texas ("County"), known as Sweetwater, within which the Builder Lots are located.

"Governing Documents" shall mean (i) that certain Sweetwater Amended and Restated Master Covenant dated November 14, 2011, recorded under Document No. 2011166452 in the Official Public Records of Travis County, Texas, as may be amended and/or amended and restated from time to time, (ii) association articles of incorporation, by-laws, rules and regulations and such other documents as Seller deems necessary or desirable for the governance of the Community, and (iii) certain architectural design guidelines and review procedures established by Seller, as may be amended from time to time (the "Design Guidelines").

"Plans" shall mean the preliminary site plan, elevations, floor plans, landscape plans, exterior color palettes for any building or structure to be located on a Builder Lot, and any other plans required by the Design Guidelines for the Builder's construction on such Builder Lot.

"Property" shall mean the Builder Lots, together with all rights and appurtenances thereto and all improvements and fixtures, if any, located thereon.

2. SELLER'S REPURCHASE RIGHTS

2.1 Right to Repurchase Builder Lots for Failure to Timely Commence Construction.

(a) Except where a shorter period may be required with respect to construction of a model home or a spec home, in which case such shorter time period shall apply as set forth in the Contract, Builder covenants and agrees to cause Commencement of Construction (defined below) on each Builder Lot within twelve (12) months after Closing of the purchase of such Builder Lot from Seller (the "Construction Commencement Deadline"), and to complete construction of a home and all related improvements to the Builder Lot (including landscaping) within nine (9) months after Commencement of Construction, all in accordance with the Plans approved in accordance with the Governing Documents, all Applicable Laws and all applicable requirements, terms and conditions of this Closing Declaration and the Governing Documents. For purposes hereof, "Commencement of Construction" shall mean the occurrence of all of the following: (i) issuance of a building permit by the appropriate governmental entity authorizing the construction of a single-family residence on the Builder Lot in accordance with the approved Plans; (ii) the completion of footings, site grading, and a foundation or slab on the Builder Lot substantially in accordance with the approved Plans; and (iii) physical commencement of construction of vertical components of a home on the Builder Lot. Seller's sole remedy for Builder's failure to commence construction on or before the Construction Commencement Deadline shall be to require the conveyance of the Builder Lot back to Seller or to a third party designated by Seller as set forth below.

(b) Builder acknowledges that it is currently Seller's policy to sell lots only to builders who intend to promptly commence construction of homes for resale and who are not purchasing lots primarily for speculative investment. To protect Seller in this regard, and to insure an active construction environment, Builder agrees that if Commencement of Construction on a Builder Lot has not occurred on or before the Construction Commencement Deadline, then at any time after the Construction Commencement Deadline and prior to Builder's Commencement of Construction on the Builder Lot, Seller shall have the right to require the

conveyance of the Builder Lot back to Seller, or to any third party designated by Seller, for a total consideration equal to the purchase price that Builder paid to Seller for such Builder Lot (the "Option Repurchase Price"). Seller shall make such election, if at all, by delivering written notice to Builder or the then owner of the Builder Lot, and specifying the date for closing.

(c) The right to repurchase provided in Section 2.1(b) above shall terminate automatically as to each Builder Lot upon the earlier of: (i) Commencement of Construction on the Builder Lot prior to written notice from Seller of Seller's intent to exercise its right to repurchase as provided in Section 2.1(b) above; or (ii) five (5) years from the date of the original conveyance of the Builder Lot by Seller to Builder.

2.2 Right to Repurchase Builder Lots Prior to Resale.

(a) Builder agrees that until Commencement of Construction on a Builder Lot, neither Builder nor any Authorized Successor, may transfer or convey such Builder Lot to any third party without first offering to sell such Builder Lot to Seller for the lesser of: (i) the purchase price that Builder paid to Seller for such Builder Lot; or (ii) the purchase price that Builder is willing to accept from a third party purchaser for such Builder Lot (the lesser of (i) and (ii) being referred to as the "ROFR Repurchase Price"). Builder hereby grants to Seller an exclusive right of first refusal to purchase each Builder Lot on the terms and conditions set forth in this Section 2.2 and Section 2.3 hereof. This Section 2.2 shall not restrict Builder's right to enter into a binding contract for the sale of a Builder Lot, provided such contract: (1) obligates Builder to construct a home on such Builder Lot; and (2) provides that the purchaser may not convey the Builder Lot to any third party until construction is completed in accordance with the approved Plans without giving Seller the right of first refusal to repurchase the Builder Lot on the terms and conditions set forth in this Section 2.

(b) If Builder or any Authorized Successor desires to sell or otherwise transfer any Builder Lot under circumstances triggering Seller's rights hereunder, the party proposing to transfer shall deliver to Seller written notice of such intent, identifying the Builder Lot which it proposes to transfer. Seller shall have fifteen (15) days after receipt of such notice to elect whether to exercise its right to purchase such Builder Lot and, if it elects to proceed with the purchase, to deliver written notice of such election to Builder or its Authorized Successor.

(c) In the event that Seller does not exercise its right to purchase a Builder Lot, or cancels the repurchase prior to the closing of the same, Builder may thereafter sell the Builder Lot to an Authorized Successor only, provided that Builder shall pay to Seller the total consideration Builder receives from such sale in excess of the sum of: (i) the ROFR Repurchase Price; plus (ii) the documented direct out-of-pocket costs associated with Builder's ownership of such Builder Lot, including the Marketing Fee; (such excess being referred to herein as the "Excess Consideration"), and Builder shall instruct the closing agent for such transaction to remit any such Excess Consideration to Seller immediately upon closing of such sale to the Authorized Successor. Builder shall provide the name, address, phone number and contact information of each such closing agent to Seller prior to the applicable closing, and Builder hereby gives Seller permission to contact any such closing agent(s). Failure of the closing agent for any such transaction to remit such Excess Consideration to Seller as provided above shall not relieve Builder of its obligation to pay the same to Seller, and Builder shall remain liable for the payment of such Excess Consideration to Seller.

2.3 General Provisions Regarding Repurchase of Builder Lots. If Seller elects to exercise any right to repurchase any Builder Lot under Sections 2.1 or 2.2 above, the following provisions shall apply:

(a) Builder or its Authorized Successor (as applicable, the "Transferor") shall convey such Builder Lot to Seller by special warranty deed, subject only to the same exceptions to title as set forth in the applicable deed from Seller to Builder, and such other exceptions that have resulted solely from Seller's actions, within thirty (30) days after the date of receipt of Seller's election notice (the exact date of closing of the repurchase to be selected by Seller). The Builder Lot shall be conveyed to Seller in substantially the same physical condition as existed on the date it was conveyed to Builder.

(b) At the repurchase closing, the Transferor shall execute and deliver to Seller: (i) the special warranty deed referenced in subsection (a) above; (ii) a non-foreign (FIRPTA) affidavit; (iii) an owner's no-lien affidavit; (iv) an affidavit (1) representing and warranting to Seller that there has been no change in the environmental condition of the Builder Lot during Builder's or any Authorized Successor's ownership thereof, and (2) agreeing to indemnify, defend (with counsel acceptable to Seller) and hold Seller and its affiliates harmless from and against any and all claims, losses, liabilities, costs, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, any condition of the Builder Lot which is not in compliance with this provision; (v) a counterpart closing statement in form and content approved by Seller; (vi) appropriate evidence to establish the authority of Transferor to enter into and close the transaction; and (vii) any other documents reasonably necessary or appropriate to complete and evidence the transaction to take place at such repurchase closing.

(c) The Transferor shall pay the cost of obtaining a title insurance policy in favor of Seller and all other closing costs. Seller shall pay the Option Repurchase Price or the ROFR Repurchase Price, as applicable, in immediately available funds. Real estate taxes and assessments, MUD assessments and association assessments shall be prorated as of the date of such reconveyance. If the title proposed to be conveyed is subject to any lien, encumbrance or defect which is not permitted in this Section 2.3, Seller, in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Seller (including, but not limited to, attorneys' and legal assistants' fees and costs) from the amount of the Option Repurchase Price or the ROFR Repurchase Price, as applicable, otherwise payable as provided in this Section 2.

(d) Notwithstanding anything to the contrary contained herein, Seller retains the right, at any time prior to closing any repurchase, to cancel such repurchase without explanation or liability to the owner of the applicable Builder Lot.

2.4 Acknowledgement of Termination. Within ten (10) days after request of Builder or its successor-in-title, at any time after Seller's repurchase rights set forth in Section 2.1 and/or Section 2.2 above have expired or been waived in writing by Seller as to a Builder Lot, Seller shall deliver to Builder a document in recordable form acknowledging such termination as to the applicable Builder Lot. Builder shall be responsible for the cost of recording such acknowledgment document.

3. **Surviving Rights and Obligations.** Certain provisions of the Contract provide that Seller's rights and Builder's agreements and obligations survive the Closing or termination of the Contract, including Section 3.1 (Inspection), Section 4 (Municipal Utility District, Homeowners' Association and Additional (Disclosures), Section 7.2 (Replatting; Land Use Amendments), Section 7.3 (Changes in Price, Product, Development Plan and Marketing Methods), Section 7.4 (Easements), Section 8 (Builder's Development Obligations and Restrictions), Section 9 (Marketing and Sales Efforts), Section 10 (Builder's Insurance Requirements), Section 11 (Seller's Repurchase Rights), Section 12.1 (Property to be Purchased "As Is"), Section 12.2 (No Vested Rights in Amenities), Section 13 (Limitation of Liability, Indemnification), Section 14 (Confidentiality and Non-Disclosure), Section 16 (Force Majeure), and Section 17 (Default).
4. **Covenants.** The Contract also provides that other rights of Seller and the covenants, agreements and obligations of Builder shall constitute covenants running with the land (burdening each Builder Lot purchased by Builder pursuant to the Contract, and binding Builder and Builder's successors-in-title thereto and benefiting Seller), including without limitation those set forth in Section 4 (Municipal Utility District, Homeowners' Association, and Additional Disclosures), Section 7.2 (Replatting; Land Use Amendments), Section 7.4 (Easements), Section 8.15 (Seller's Approval of Builder's Contract Forms), Section 9 (Marketing and Sales Efforts), Section 10 (Builder's Insurance Requirements), Section 11 (Seller's Rights to Repurchase Builder Lots) and Section 12 (Property "As-Is", No Vested Rights in Private Amenities)
5. **Lien Subordination.** Any and all deed of trust liens or other liens encumbering any of the Property as security for any indebtedness shall be subordinate and inferior to this Declaration.

EXECUTED to be effective as of January 31, 2014.

[Signature pages to follow]

SELLER:

WS - COS DEVELOPMENT, LLC,
a Delaware limited liability company

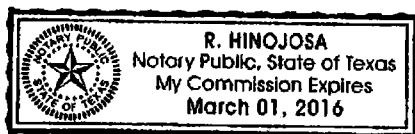
By: **WSI(II)-COS, LLC**
a Delaware limited liability company
Its Managing Member

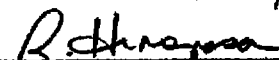
By: 
Michael L. Rafferty
Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Rafferty, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of January 2014.




Notary Public in and for the State of Texas

BUYER:

RH of Texas Limited Partnership,
a Maryland limited partnership

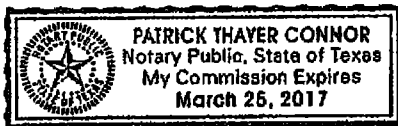
By: Ryland Homes of Texas, Inc.,
a Texas corporation
its sole general partner

By: Kevin Freeman
Title: ASST. VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared KEVIN FREEMAN, ASST. VICE PRESIDENT of RH of Texas Limited Partnership, a Maryland limited liability partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of JANUARY 2014.



Patrick Thayer Connor
Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of the Builder Lots

Lots 14, 15, 16, 20, 21, 22, Block B; Lots 6, 7, 11, 12, Block C; Lots 43, 44, 48, 49, Block D; Sweetwater Ranch Section One Village I, according to the map or plat recorded under Document Number 201300261 of the Official Public Records of Travis County, Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

January 31 2014 01:35 PM

FEE: \$ 54.00 2014014881